



Crown
Commercial
Service



Government
Communication
Service

Media Services Framework Agreement

Dated:

Framework Reference: **RM6123**

CROWN COMMERCIAL SERVICE

and

[SUPPLIER]

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1. THE APPOINTMENT

Parties:	The Minister for the Cabinet Office, represented by the Crown Commercial Service, 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP (" CCS ")
	[SUPPLIER] (the " Agency ")
Appointment:	<p>Subject to the terms of this Framework Agreement, CCS appoints the Agency, as a supplier of media-related services who can bid for Call-Off Contracts as outlined in Section 3 (How Services will be bought (Call-Off Process)).</p> <p>This appointment is for Lot [] as set out in Section 2 and further specified in the relevant Scope and Specification Appendix or Appendices.</p>
Appointment begins at:	[] (the " Appointment Date ")
Appointment expires at:	[] ("Expiry Date", unless terminated earlier in accordance with this Section 9 of this Agreement)

- 1.1 On [DATE], Crown Commercial Service (CCS) placed a contract notice [REFERENCE] in the [] seeking expressions of interest from providers of certain media-related services to Clients under a framework arrangement.
- 1.2 On [DATE] CCS issued the Invitation to Tender for the provision of media buying services.
- 1.3 On the basis of the Agency's Tender, CCS selected the Agency to provide Services to Clients from time to time in accordance with this Framework Agreement.
- 1.4 This Framework Agreement sets out:
 - 1.4.1 how Orders will be awarded,
 - 1.4.2 the main terms and conditions for any Call-Off Contract which Clients may agree under this Framework Agreement, and
 - 1.4.3 the obligations of the Parties during and after the Term of this Framework Agreement
- 1.5 The Parties agree there is no obligation for any Client to place any Orders under this Framework Agreement during the Term.

- 1.6 By signing this Framework Agreement, the Agency agrees to comply with all the terms of this Framework Agreement. In consideration of the Agency performing its obligations under this Framework Agreement, CCS agrees to pay and the Agency agrees to accept on the signing of this Framework Agreement the sum of £1, receipt of which is hereby acknowledged by the Agency.

**Signed by, or on behalf of,
Agency:**

Signature:

Name:

Position:

Date:

**Signed by, or on behalf of, the
CCS:**

Signature:

Name:

Position:

Date:

2. SERVICES OFFERED

Services

- 2.1 The purpose of this Framework Agreement is to provide Government (and the wider public sector) with a new, open and transparent approach for media services, with the Agency providing the best possible outcomes for communication campaigns whilst providing value for the taxpayer.
- 2.2 The purpose of this Section 2 (Services Offered) is to set out the overarching scope of the Services that the Agency is required to provide to CCS and the Clients under this Framework Agreement and the relevant Call-Off Contracts, and to provide a high level description of what the Services entail, together with any specific standards applicable to the Services.
- 2.3 Throughout the Term, the Agency will provide a service or services in accordance with the following (collectively, the “**Relevant Services Description**”):
- 2.3.1 General Requirements Services Specification (as set out in Appendix A to this Framework Agreement; and
 - 2.3.2 The scope and specification appendix or appendices relevant to the Applicable Lot(s) (each as set out in Appendices B1 – B5 inclusive); and
 - 2.3.3 The Call-Off Contract;
 - 2.3.4 any other specifications or terms describing the Services as agreed in the Letter of Appointment; and
 - 2.3.5 if applicable, the agreed annual scope of work and/or Briefs.
- 2.4 Subject to the terms of the Relevant Services Description for the Parties may agree new Services to be delivered under a Call-Off Contract.

3. HOW SERVICES WILL BE BOUGHT (CALL-OFF PROCESS)

Overview

- 3.1 This Section sets out the Call-Off Process for all Clients and Agencies to follow.
- 3.2 CCS reserves the right to change this Call-Off Process.
- 3.3 All Clients listed under the Contract Notice may award a Call-Off Contract under this Framework Agreement in relation to one or more of the Lots (as specified in the Letter of Appointment).
- 3.4 The Client may appoint an agent to act on their behalf, this includes completing this Call-Off Process.
- 3.5 CCS is not responsible for the actions of any Client.
- 3.6 The information required by the Agency to perform its obligations under individual Call-Off Contracts shall be agreed by the Client and the Agency before they enter into the relevant Call-Off Contract.
- 3.7 For the avoidance of doubt, the Call-Off Contract provided at Framework Schedule 4B, Annex B1 shall be used as regards to Lots 1, 2, 3 and 5. The Call-Off Terms provided at Framework Schedule 4B, Annex B2 (Lot 4 Call-Off Terms) shall be used as regards to Lot 4.

Client reserves the right not to award

- 3.8 The Client is not obliged to award any Call-Off Contract.

How services will be bought (Lots 1, 2, 3, and 5)

- 3.9 The following provisions (3.9 through 3.16 inclusive).
- 3.10 If a Client decides to source any of the Services through this Framework Agreement, then it shall be entitled at any time in its absolute and sole discretion during the Term to award Call-Off Contracts for the Services in relation to one or more of the Lots (as specified in the Letter of Appointment) from the Agency by following the terms of Clause 3.9 to Clause 3.16 (How services will be bought).
- 3.11 The process to be followed for the award of Call-Off Contracts shall:
 - 3.11.1 in relation to Lots 1 and 3 be by direct award; and
 - 3.11.2 in relation to Lots 2 and 5 (as well as 4 – see below) be by further competition.
- 3.12 Any Client awarding a Call-Off Contract under this Framework Agreement shall provide the Agency with a Brief in relation to one or more of the Lots reflecting its requirements for the Services.
- 3.13 The Agency shall respond to the Client with a response to the Brief within the number of Working Days agreed as part of the KPIs or otherwise agreed between the Client and the Agency at the relevant time. The Agency's response to the Brief shall contain the detail required by the Client in respect of the Services to be provided.

- 3.14 The Agency shall ensure that any prices submitted shall be based on the Charging Structure and take into account any discount to which the Client may be entitled as set out in Framework Schedule 3 (Charging Structure).
- 3.15 If the Client is satisfied that the Agency meets the Brief and its requirements for Services it may award the Call-Off Contract.
- 3.16 The Agency acknowledges that each Client is independently responsible for the conduct of its award of Call-Off Contracts under this Framework Agreement and that CCS is not responsible or accountable for and shall have no liability whatsoever in relation to:
 - 3.16.1 the conduct of Clients in relation to this Framework Agreement; or
 - 3.16.2 the performance or non-performance of any Call-Off Contracts between the Agency and Client entered into pursuant to this Framework Agreement.

How services will be bought (Lot 4 only)

- 3.17 The following provisions (3.17 through 3.21 inclusive) apply to Call-Off Contracts under Lot 4 only.
- 3.18 If a Client decides to source any of the Services through this Framework Agreement, then it shall be entitled at any time in its absolute and sole discretion during the Term to award Call-Off Contracts for the Services in relation to Lot 4 (as specified in the Letter of Appointment) from the Agency by following a further competition process under the terms of Clause 3.917 to Clause 3.1621 inclusive.
- 3.19 The Agency shall ensure that any prices submitted shall be based on the Charging Structure and take into account any discount to which the Client may be entitled as set out in Framework Schedule 3 (Charging Structure).
- 3.20 If the Client is satisfied that the Agency meets the Brief and its requirements for Services it may award the Call-Off Contract.
- 3.21 The Agency acknowledges that each Client is independently responsible for the conduct of its award of Call-Off Contracts under this Framework Agreement and that CCS is not responsible or accountable for and shall have no liability whatsoever in relation to:
 - 3.21.1 the conduct of Clients in relation to this Framework Agreement; or
 - 3.21.2 the performance or non-performance of any Call-Off Contracts between the Agency and Client entered into pursuant to this Framework Agreement.

4. FRAMEWORK ARRANGEMENT AND AWARD PROCEDURE

Term of Framework Agreement

- 4.1 This Framework Agreement will take effect on the Appointment Date and expire on the Expiry Date, unless it is terminated earlier in accordance with the terms of this Framework Agreement or by Law.

Scope of Framework Agreement

- 4.2 This Framework Agreement governs the relationship between CCS and the Agency in respect of the provision of the Services relating to the Applicable Lot(s) by the Agency to Clients.
- 4.3 The Framework Agreement allows CCS and each Client to order the Services relating to the Applicable Lot(s) from the Agency in accordance with the Call-Off Process.
- 4.4 The Agency acknowledges that there is no obligation whatsoever on CCS or any Client to invite or select the Agency to provide any Services and/or to purchase any Services under this Framework Agreement.
- 4.5 No undertaking or any form of statement, promise, representation or obligation will be made or deemed to have been made by CCS or any Client in respect of the total quantities or values of the Services to be ordered by them through this Framework Agreement. The Agency acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation and that no volume guarantee has been given by CCS or any other Client.

Agency's appointment

- 4.6 CCS hereby appoints the Agency as a potential provider of the Services relating to the Applicable Lot(s) to Clients during the Term. This means the Agency is eligible to be considered for the award of Orders for the Services by Clients during the Term.
- 4.7 Where the Agency comprises more than one entity acting as a consortium, each entity that is a member of the consortium shall be jointly and severally liable for performance of the Agency's obligations under this Framework Agreement.

Non-exclusivity

- 4.8 The Agency acknowledges that, in relation to Lots 2, 4 and 5 notwithstanding the provisions of Clause 4.10, in entering into this Framework Agreement no form of exclusivity has been conferred on by CCS or any Client in relation to the provision of the Services. In relation to Lots 1 and 3 the appointment shall be solely in favour of the Agency for that Lot.
- 4.9 CCS and Clients are at all times entitled to enter into other contracts and agreements with other agencies for the provision of any or all services which are the same as, or similar to, the Services.

Notice of existence of this Framework Agreement

- 4.10 If a Client asks the Agency to provide services which are the same as or similar to the Services without following the Call-Off Process, the Agency shall inform the Client of the existence of this Framework before it supplies those Services. This will give the Client the option of placing an Order via the Framework Agreement.

Assistance in related procurements

- 4.11 If an Agency is already providing (or is contracted to provide) Services to a Client, and the Client wants to procure related services, the Agency is required to provide the Client with all reasonable information and assistance to help with

the procurement of those related services. This is the case whether or not the Agency is able to compete for the related services. The Agency shall provide the relevant Client and any agency bidding for the related services with all reasonable information and assistance to:

- 4.11.1 carry out appropriate due diligence with respect to the provision of the related services
 - 4.11.2 effect a smooth transfer and/or inter-operation between the existing contract and related services
 - 4.11.3 enable the Client to carry out a fair further competition procedure for the related services, and
 - 4.11.4 enable the Client and any agency bidding for the related services to make a proper risk assessment.
- 4.12 The Agency shall respond consistently, fairly and without discrimination to requests for assistance from any agency bidding for the related services.

5. THE AGENCY'S OBLIGATIONS UNDER THE FRAMEWORK

Warranties, representations and undertakings

- 5.1 The Agency warrants, represents and undertakes to CCS and to each Client all of the following:
- 5.1.1 it is validly incorporated and organised, and operates in accordance with the Laws of its place of incorporation;
 - 5.1.2 it has full capacity, authority and all necessary consents to enter into and to perform its obligations under this Framework Agreement and each Call-Off Contract;
 - 5.1.3 this Framework Agreement has been signed by a duly authorised representative of the Agency;
 - 5.1.4 in entering into this Framework Agreement and any Call-Off Contract it has not committed or agreed to commit any Fraud or Prohibited Act;
 - 5.1.5 all information, statements, warranties and representations contained in the Tender and any other document which resulted in the award to the Agency of a place on the Framework are true, accurate, and not misleading. This includes the Agency Pitch commitments contained within Framework Schedule 9;
 - 5.1.6 to the best of its knowledge, it is not facing any claim or going through any litigation, arbitration or administrative proceeding which will or might affect its ability to perform its obligations under this Framework Agreement and/or any Call-Off Contract;
 - 5.1.7 it is not subject to any contractual obligation or Law which is likely to have an adverse effect on its ability to perform its obligations under this Framework Agreement and/or any Call-Off Contract;

- 5.1.8 it has notified CCS in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in, in connection with any Occasions of Tax Non-Compliance;
- 5.1.9 it is not affected by an Insolvency Event and no insolvency proceedings or other steps have been taken or to the best of its knowledge, are threatened;
- 5.1.10 in the 3 years prior to the date of this Framework Agreement (or, if the Agency has been in existence for less than 3 years, the whole of its existence) it has:
 - (a) conducted all financial accounting and reporting activities in compliance with the generally accepted accounting principles that apply to it in any country where it files accounts; and
 - (b) not performed any act or made any omission with respect to its financial accounting or reporting which could have an adverse effect on the Agency's ability to fulfil its obligations under this Framework Agreement or any Call-Off Contract.
- 5.2 The Agency shall promptly notify CCS in writing:
 - 5.2.1 of any material detrimental change in the financial standing and/or credit rating of the Agency;
 - 5.2.2 if the Agency undergoes a Change of Control; and
 - 5.2.3 provided this does not contravene any Law, of any circumstances suggesting that a Change of Control is planned.
- 5.3 The Agency is understood to repeat these warranties, representations and undertakings each time it enters into a Call-Off Contract.
- 5.4 If at any time a Party becomes aware that a representation or warranty an Agency has given under Clause 5.1 has been breached, is untrue or is misleading, it shall immediately notify the other Party, and provide sufficient detail to enable the other Party to make an accurate assessment of the situation.
- 5.5 The fact that any provision within this Framework Agreement is expressed as a warranty does not preclude CCS's right of termination if the Agency breaches that provision.
- 5.6 The Agency acknowledges and agrees that:
 - 5.6.1 the warranties, representations and undertakings contained in this Framework Agreement are material, and CCS has relied on those warranties, representations and undertakings when entering into this Framework Agreement; and
 - 5.6.2 any Client entering into a Call-Off Contract is also relying on the warranties, representations and undertakings made by the Agency in this Framework Agreement each time it enters into a Call-Off Contract.

Prevention of fraud and bribery

- 5.7 The Agency shall ensure that no person acting on the Agency's behalf commits any Prohibited Act in connection with this Framework Agreement.

- 5.8 If anyone acting on the Agency's behalf does commit a Prohibited Act in connection with this Framework Agreement, CCS may terminate the Framework Agreement.
- 5.9 In such circumstances, the Agency shall on demand compensate CCS in full from and against:
 - 5.9.1 the amount of value of any such gift, consideration or commission and
 - 5.9.2 any other Loss sustained by CCS in consequence of the Prohibited Act.
- 5.10 The Agency shall:
 - 5.10.1 in relation to this Framework Agreement and each Call-Off Contract, act in accordance with the Ministry of Justice Guidance on section 9 of Bribery Act 2010
 - 5.10.2 immediately notify CCS if it suspects or becomes aware of any Prohibited Act, unless such notification is contrary to Law; and
 - 5.10.3 respond promptly to any enquiries from CCS regarding any breach, potential breach or suspected breach of Clause 5.7.
- 5.11 The Agency shall co-operate with any investigation in connection with the breach (or potential/suspected breach), and allow CCS to audit the Agency's books, records and any other relevant documentation in connection with the breach. (Any such audit is in addition to the audits permitted under Section 7).
- 5.12 The Parties agree that the Management Charge payable does not constitute an offence under section 1 of the Bribery Act 2010.

Agency conflicts of interest

- 5.13 The Agency shall not be in a position where there is a Conflict of Interest. Any breach of this Clause 5.13 will be deemed to be a material Default. The Agency will at all times act in the best interests of CCS and Clients when negotiating and agreeing contracts with Media Owners.
- 5.14 As soon as the Agency recognises there is a risk of Conflict of Interest, the Agency shall:
 - 5.14.1 establish the necessary ethical wall arrangement(s) to eliminate it;
 - 5.14.2 inform the Client of the risk of a Conflict of Interest, and the arrangements the Agency has made to eliminate it.
- 5.15 If an Agency does not take these steps, CCS can immediately terminate this Framework Agreement, or instruct the Agency to take such other steps as CCS deems necessary. Such action by CCS does not prejudice or affect any right of action or remedy which has accrued, or accrues thereafter.

Framework agreement performance

- 5.16 The Agency shall perform all its obligations under this Framework Agreement and all Call-Off Contracts entered into with Clients:
 - 5.16.1 in accordance with the requirements of this Framework Agreement;
 - 5.16.2 in accordance with the terms and conditions of the respective Call-Off Contracts;

- 5.16.3 in accordance with Good Industry Practice;
 - 5.16.4 with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
 - 5.16.5 in compliance with all applicable Laws; and
 - 5.16.6 in compliance with all licences and authorisations.
- 5.17 If the Agency identifies any conflict between any of the requirements above, it must inform CCS. The Agency shall then comply with CCS's decision on the resolution of that conflict.
- 5.18 The terms of this Framework Agreement cannot be superseded in a Call-Off Contract without authorisation by the signatories to this Framework Agreement.

Non-discrimination

- 5.19 When performing its obligations under this Framework Agreement and any Call-Off Contract, the Agency shall not unlawfully discriminate either directly or indirectly on grounds of race, gender, religion or religious belief, colour, ethnic or national origin, disability, sexual orientation, age or otherwise. The Agency is responsible for ensuring that Agency Staff adhere to this rule.

Corporate social responsibility

- 5.20 performing its obligations under this Framework Agreement and any Call-Off Contract, the Agency shall comply with the obligations regarding set out in Framework Schedule 16, including those on corporate social responsibility, modern slavery, and sustainability.

Agency Staff

- 5.21 The Agency shall populate the Agency Staff list and as set in Framework Schedule 15 (Agency Staff List) at the Appointment Date and regularly update such information throughout the Term (at least on a quarterly basis) to reflect details of the Agency Staff who are engaged in the provision of the Services to CCS and Clients under this Framework Agreement and any Call-Off Contracts. The content of Schedule 15 (Agency Staff List) shall also inform the basis of the Agency's Provisional Personnel List for the purposes of Schedule 11 (Staff Transfer).
- 5.22 Where the Agency provides services under Lots 1 and 3, the Agency Staff list shall be provided on a quarterly basis indicating any additions to or and removal from full-time Agency staff (and the percentage this represents) from Allocation to framework.
- 5.23 The Agency agrees that the Agency Staff list shall be fully auditable and, if found to be misrepresentative, shall constitute a material breach of contract.

6. MANAGEMENT INFORMATION AND MANAGEMENT CHARGES

Provision of management information

- 6.1 The Agency shall, at no charge, provide timely, full, accurate and complete MI Reports to CCS which incorporate the data, in the correct format, required by

the MI Reporting Template and such guidance that CCS may issue from time to time.

- 6.2 The initial MI Reporting Template is set out in Framework Schedule 5 and CCS may change it from time to time (including the data required and/or format) and issue a replacement version. CCS shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used. The Agency may not make any amendment to the current MI Reporting Template without the prior Approval of CCS.

Reporting period

- 6.3 MI Reports must be completed and returned to CCS by the fifth working day of every month during the framework period and thereafter until all transactions relating to call-off contracts have permanently ceased. If at any point there is a period of a month where no reportable transactions occur, then a declaration must be made confirming no business has been conducted, in place of data submission.
- 6.4 In an MI Report, the Agency should report contract data that is one month in arrears. For example, if an invoice is raised for October but the work was actually completed in September, the Agency must report the invoice in October's MI Report and not September's. Each Order received by the Agency must be reported only once, i.e. when the Order is received.
- 6.5 The Agency should have systems in place to ensure the correct exclusion of commissions on production and technical costs and is responsible for ensuring Clients who are classified as Central Government Bodies are charged the GCS levy.

Submitting the information

- 6.6 MI Reports shall be completed electronically and uploaded to the CCS data submission service available at: <https://www.reportmi.crowncommercial.gov.uk>
- 6.7 MI Reports must be completed in pounds sterling unless CCS has given prior written consent to the use of another currency.
- 6.8 CCS may reasonably require that MI Reports be submitted by an alternative means such as email.
- 6.9 Where requested by CCS, the Agency shall provide Management Information to a Buyer as specified by CCS.
- 6.10 The Agency shall:
- 6.10.1 promptly after the Framework Start Date provide an e-mail and/or postal address to which CCS will send invoices for the Management Charge and monthly statements relating to the invoicing of the Management Charge;
 - 6.10.2 promptly after the Framework Start Date provide at least one contact name and contact details for the purposes of queries relating to either Management Information or invoicing; and
 - 6.10.3 immediately notify CCS of any changes to the details previously provided to CCS under this clause 6.10.

How CSS can use the Management Information

- 6.11 The Agency grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:
- 6.11.1 use and to share with any Client and/or Relevant Person, and/or
 - 6.11.2 publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA being redacted),
- any Management Information supplied to CCS for the purposes of the normal operational activities of CCS and each Client, including administering this Framework Agreement and/or all Call-Off Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.
- 6.12 CCS may consult with the Agency to inform its decision to publish information. However, CCS shall retain absolute discretion regarding the extent, content and format of any disclosure.
- 6.13 Following receipt of the completed MI Report, CCS shall invoice the Agency for the Management Charge payable for the Month to which the MI report relates.

Paying the Management charge

- 6.14 The Management Charge is exclusive of VAT which is payable on provision of a valid VAT invoice.
- 6.15 The Agency agrees to pay CCS the Management Charge (and other charges payable in accordance with this Schedule) in cleared funds within 30 days of receipt by the Agency of an undisputed invoice to such bank or building society account set out in the invoice.

What happens if the Management Charge is not paid?

- 6.16 Payment of undisputed and valid CCS invoices should be completed within thirty (30) days. CCS may take action on outstanding invoices by:
- 6.16.1 issuing the supplier with reminders that an invoice payment is due and/or overdue;
 - 6.16.2 charging statutory interest and charges on overdue invoices, as per the Late Payment of Commercial Debts (Interest) Act 1998;
 - 6.16.3 suspending the supplier from the agreement until such time that overdue invoices are paid; and/or
 - 6.16.4 terminating this contract.

What happens if the Management Information is wrong?

- 6.17 If the Agency or CCS identify error(s) and/or omission(s) in historic MI Report(s), the Agency must provide corrected MI report(s) to CCS on or before the date when the next MI Report is due. Corrections may be either in the form of an addendum to the next MI submission, or a resubmission of existing historic returns, at the discretion of CCS.
- 6.18 Following an **MI Failure**, CCS may issue reminders to the Agency and require the Agency to correctly complete the MI Report. The Agency shall rectify any

deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

Meetings

- 6.19 The Agency agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of CCS. If CCS requests such a meeting the Agency shall propose and document measures as part of a Rectification Plan to ensure that the MI Failure(s) are corrected and do not occur in the future.

Admin fees

- 6.20 If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Agency acknowledges and agrees that CCS shall have the right to invoice the Agency Admin Fee(s) with respect to any MI Failures as they arise in subsequent Months.
- 6.21 The Agency acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by CCS as a result of the Agency failing to provide Management Information as required by this Contract.

What happens if Management Information Reports are not provided?

- 6.22 If two (2) MI Reports are not provided in any rolling six (6) month period then an MI Default shall be deemed to have occurred and CCS shall be entitled to:
- 6.22.1 charge and the Agency shall pay a Default Management Charge in respect of the Months in which the MI Default occurred and subsequent Months in which they continue, calculated in accordance with Clause 6.23 and/or
 - 6.22.2 suspend the Agency from the agreement until such time that deficient MI reports(s) are rectified; and/or
 - 6.22.3 terminate this Contract.
- 6.23 The Default Management Charge shall be the higher of:
- 6.23.1 the average Management Charge paid or payable by the Agency in the previous six (6) Month period or, if the MI Default occurred within less than six (6) months from the commencement date of the first Call-Off Contract, in the whole period preceding the date on which the MI Default occurred; or
 - 6.23.2 the sum of five hundred pounds (£500).
- 6.24 If the Agency provides sufficient Management Information to rectify any MI Default(s) to the satisfaction of CCS and the Management Information demonstrates that:
- 6.24.1 the Agency has overpaid the Management Charge as a result of the application of the Default Management Charge then the Agency shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or
 - 6.24.2 the Agency has underpaid the Management Charge during the period when a Default Management Charge was applied, then CCS shall be

entitled to immediate payment of the balance as a debt together with interest.

7. RECORD KEEPING, CONFIDENTIALITY AND TRANSPARENCY

Record keeping

7.1 The Agency shall (and shall procure that all members of the Agency Group shall) keep full and accurate records and accounts of the operation of this Framework Agreement for at least 7 Years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement or, if later, any Call-Off Contract. For Lots 1, 2 and 3, this includes records and accounts of:

7.1.1 all Services provided under it;

7.1.2 all Call-Off Contracts entered into;

7.1.3 the amounts paid by each Client, including:

(a) the Agency's expenditure which is reimbursable by the Client(s) including ledgers and accounting documents, and the calculation of Price Guarantees, Commissions and other fees;

(b) complete access to all data and documentation reasonably required by the Auditor to validate the allocation of Unbilled Media, AVBs (both cash and non cash), Services not provided at true value and any other discounts, rebates, bonuses, payments, free space, deal letters, service level agreements, or any other value afforded to the Agency and/or Agency Group contemporaneously or retrospectively by Media Owners or other vendors;

7.1.4 all Media Placements and any and all other purchases and payments incurred under this Framework Agreement and/or any Call-Off Contract and the financial records showing such transactions;

7.1.5 all contracts and all other documentation (including purchase orders) between the Agency and Agency Group and Media Owners relating to the Client, the Media Placements, any AVBs and Unbilled Media;

7.1.6 all data, contracts, terms and conditions, purchases, sales and payments (received or incurred) relating to the purchase and sale of Media Placements by way of all media and technology owned by the Agency Group and third party technologies which enable the purchase of programmatically traded media and data, including but not limited to agency trading desks, demand-side platforms, re-targeting companies and advertising networks;

7.1.7 any Services that have been sub-contracted out (including to members of the Agency Group) – including how media is being purchased and where it is being purchased from;

7.1.8 Self-Audit Certificate(s) and supporting Audit Report(s); and

7.1.9 any other records reasonably required to audit compliance with the terms of this Framework Agreement and/or a Call-Off Contract.

For Lots 4 and 5 this includes records and account of only 7.1.1, 7.1.2, 7.1.7, 7.1.8 and 7.1.9.

General Audits

- 7.2 The Agency shall provide CCS with a completed Self-Audit Certificate, in the form set out in Framework Schedule 6 (Annual Self-Audit Certificate), in respect of each Contract Year of this Framework Agreement. In completing the Self-Audit Certificate, the Agency shall confirm that it has reviewed a representative sample of Orders to provide assurance that:
- 7.2.1 all Orders are clearly identified in the Agency's order processing/invoicing systems as Orders under the Framework
 - 7.2.2 where required, Orders are correctly reported in the MI returns
 - 7.2.3 all related invoices are completely and accurately included in the MI returns, and
 - 7.2.4 all Charges comply with Framework requirements on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable).
- 7.3 Self-Audit Certificates must be completed by a responsible senior member of the Agency's management team or by the Agency's external auditor. The signatory must be professionally qualified in a relevant financial discipline.
- 7.4 At CCS' request, the Agency shall (and shall procure that all members of the Agency Group shall) allow CCS, any relevant Client, the National Audit Office and/or auditor appointed by the Audit Commission (together "**Auditors**" save as otherwise set out in Clause 7.13) and their respective representatives access to the Records at a frequency and in a form and format acceptable to CCS (acting reasonably). Where the Agency provides online access to Records (at the request of CCS), the Agency shall provide appropriate training to CCS' staff and a reasonable level of ongoing technical support. It will also provide copies of the Records as required by any of these organisations, to allow them to carry out an inspection to:
- 7.4.1 verify the accuracy of Charges (and proposed or actual variations to them in accordance with this Framework Agreement);
 - 7.4.2 verify the costs of the Agency (including the costs of all sub-contractors and any third party suppliers, including members of the Agency Group);
 - 7.4.3 review any books of accounts kept by the Agency in connection with the provision of the Services;
 - 7.4.4 verify the accuracy and completeness of the MI that the Agency has provided;
 - 7.4.5 verify the Open Book Data;
 - 7.4.6 ensure that the Agency is complying with its obligations under this Framework Agreement and any Call-Off Contract;
 - 7.4.7 identify or investigate actual or suspected Prohibited Acts, impropriety or accounting mistakes or any breach or threatened breach of security. In

- these circumstances CCS is not obliged to inform the Agency of the purpose or objective of its investigations;
- 7.4.8 review the integrity, confidentiality and security of CCS Personal Data held or used by the Agency;
 - 7.4.9 review the Agency's compliance with Data Protection Legislation;
 - 7.4.10 obtain such information as is necessary to fulfil CCS' obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
 - 7.4.11 carry out CCS' own internal and statutory audits and to prepare, examine and/or certify CCS' annual and interim reports and accounts;
 - 7.4.12 enable the National Audit Office to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which CCS has used its resources, and
 - 7.4.13 receive from the Agency on request summaries of all central government public sector expenditure placed with the Agency including through routes outside of this Framework Agreement. This is to verify that the Agency's practice is consistent with the Government's transparency agenda which requires all public sector bodies to publish details of expenditure on common goods and services.
- 7.5 The Agency shall (and shall procure that all members of the Agency Group shall) provide the Records (together with copies of the Agency's published accounts) on request during the Term and for a period of 7 Years after expiry of the Term or any Call-Off Contract, if later.
- 7.6 CCS shall procure that the Auditor will endeavour to ensure that the conduct of any Audit does not:
- 7.6.1 unreasonably disrupt the Agency; or
 - 7.6.2 delay the provision of Services under any Call-Off Contract,
- however the Agency accepts and acknowledges that control over the conduct of Audits carried out by the Auditors is outside of the control of CCS.
- 7.7 The Agency shall provide the Auditors with all reasonable co-operation and assistance, including by providing:
- 7.7.1 all information within the scope of the Audit requested by the Auditors
 - 7.7.2 reasonable access to any sites controlled by the Agency and to equipment used in the provision of the Services, and
 - 7.7.3 reasonable access to the Agency Staff.
- 7.8 If an Audit reveals that the Agency has underpaid an amount equal to or greater than 1% of the Management Charge due in respect of any Monthly reporting and accounting period relating to this Framework Agreement and any Call-Off Contracts, the Agency shall reimburse CCS its reasonable costs incurred in relation to the Audit.

7.9 If an Audit reveals:

- 7.9.1 that the Agency has underpaid an amount equal to or greater than 5% of the Management Charge due in respect of any Monthly reporting and accounting period relating to this Framework Agreement and any Call-Off Contracts, or
- 7.9.2 a material Default, or
- 7.9.3 a Persistent Failure
- 7.9.4 CCS may terminate this Framework Agreement. The Agency shall also reimburse CCS its reasonable costs incurred in relation to the Audit.

7.10 The Parties agree that they will bear their own respective costs and expenses incurred during any Audit, save as specified in Clause 7.9.

Client satisfaction monitoring

7.11 CCS may from time to time undertake (or procure the undertaking of) a “Client Satisfaction Survey”, to assess the level of satisfaction among some or all Clients with the Services. This may include:

- 7.11.1 the way in which the Ordered Services are provided, performed and delivered
- 7.11.2 the quality, efficiency and effectiveness of the supply of the Ordered Services
- 7.11.3 Agency compliance with this Framework Agreement and any Call-Off Contracts, and
- 7.11.4 any other assessment CCS deems appropriate for monitoring Client satisfaction.

7.12 CCS and the Clients are entitled, but not obliged, to use the results of any Client Satisfaction Survey to make decisions in relation to this Framework Agreement and any Call-Off Contracts.

Media Audits

7.13 Without prejudice to any other rights under this Clause 7, CCS shall be entitled in relation only to appointments under Lots 1, 2 and 3, to appoint an Auditor to undertake audits of the performance of the Services (“**Performance Audit**”) and the Agency’s compliance with this Framework Agreement (“**Financial Audit**”) during the Term, the term of each Call-Off Contract and for two (2) years after the termination or expiry of this Framework Agreement and/or any Call-Off Contract. CCS shall provide the Agency not less than three (3) weeks’ notice prior to any audit and anticipates that it will conduct up to 2 Performance Audits and 1 Financial Audit in each calendar year. The Agency shall maintain and share with CCS records to enable it to appraise both the sustainability of the arrangement and the degree to which Value for Money is being delivered. This includes but is not limited to providing figures on a quarterly basis to allow quarterly financial reconciliation, this includes but is not limited to comparison of billings to bookings as well as specific reconciliation of any individual campaigns. This to reduce the workload on the agency of the full Financial Audit and Performance Audit

- 7.14 During the Term and for seven (7) years after its termination the Agency shall maintain clear, accurate, complete and up to date Records in respect of the performance of the Agency and Agency Group's obligations under this Framework Agreement and each Call-Off Contract. The Agency shall procure compliance by members of the Agency Group with its obligation to maintain Records as set out in this Framework Agreement.
- 7.15 The Agency shall obtain at its own cost all necessary rights in data which the Agency or Agency Group obtains from third parties to enable the Agency to supply to CCS and the relevant Client and its Auditor all such data as the Auditor reasonably requires to fully perform a Performance Audit (for example, performance data, TV ratings, digital impressions, etc) and/or Financial Audit. Where the Agency or Agency Group uses direct or indirect majority owned affiliates, specialist buying companies, group buying companies, buying clubs or any other related party to supply services, the Agency shall procure that the affiliates, specialist buying companies, group buying companies, buying clubs or other related party will grant the same rights of audit to the Auditor, including access to AVBs received by the Agency Group and to un-billed media reports between Agency Group and their vendors.
- 7.16 Save to the extent that any Records relate to the Agency's other clients and do not relate at all to CCS and/or a Client (including terms related to the Agency's other clients or terms negotiated with Media Owners on behalf of multiple clients) and subject to third party rights therein:
- 7.16.1 all access rights to the Records (including Intellectual Property Rights and any data and information created, obtained, compiled or verified by the Agency (including prices paid for media purchased by the Agency on behalf of the Client) will belong to CCS and the relevant Client and will be deemed to be assigned to CCS and the relevant Client for the purpose of this Framework Agreement provided that the Agency is entitled to keep copies, or the original as necessary, of such Records in order to comply with its legal and regulatory obligations ; and
- 7.16.2 the Agency shall provide the Auditor with full access to the Records, including all contracts with suppliers with whom media activity has been placed on behalf of CCS and the relevant Client during the Term provided that the Agency may redact from the Records the individual names of other clients and their confidential information, including but not limited to financial amounts specific to those other clients.
- 7.16.3 the Records will constitute Confidential Information for the purposes of this Framework Agreement.
- 7.17 The Agency and Agency Group will allow the Auditor access to all the Records to audit the Agency's compliance with this Framework Agreement provided the Auditor provides not less than twenty (21) days notice to the Agency. Any such access shall be on at any time during normal business hours for the purposes of auditing or otherwise inspecting the Records provided that in the absence of

exceptional circumstances the Agency shall not be obliged to allow such access or inspection more than once during any twelve month period (unless any material discrepancy or any breach of this Framework Agreement is discovered in which case the Agency shall allow access on such number of occasions as CCS and the relevant Client may request). The Agency shall provide all Records and data in a format reasonably requested by the Auditor. The Authority reserve the right to have a HMG owned data platform, in future the Agency and Agency Group may be required to upload those records to this platform at such time CCS will detail the required records and upload format should this differ from current arrangements.

- 7.18 Should any audit or inspection of the Records by CCS and the relevant Client reveal that CCS and/or the relevant Client has been overcharged the Agency shall reimburse to the Client:

7.18.1 the amount of the overcharge, plus interest at the rate of 2% above the base rate of HSBC in force from time to time calculated from the due date up to the date of payment, within seven (7) days; and

7.18.2 the third party costs charged by the Auditor in respect of the audit.

- 7.19 The Agency and Agency Group will afford the Auditor all reasonable assistance in the performance of the audit. CCS and the relevant Client and the Auditor will ensure that any information obtained in the course of the audit relating specifically to the Agency's and Agency Group's business (excluding the Records) is kept in the strictest confidence and not used for any purpose other than the proper conduct of the audit. CCS and the relevant Client shall procure that the Auditor complies with the provisions of this clause. Where required by the Agency, CCS shall use reasonable endeavours to procure that the Auditor enters into a non-disclosure agreement in the form of Schedule 13 (Auditor Non-disclosure Agreement),

- 7.20 In relation to a Performance Audit, CCS and the relevant Client shall procure that the Auditor shall deliver a copy of the final draft report to CCS and the Agency no less than five (5) days prior to delivery of the final report to CCS and the relevant Client to provide the Agency with an opportunity to comment on any inconsistencies or inaccuracies in the report and the Agency acknowledges that when submitting the final report to CCS and the relevant Client, the Auditor shall also provide CCS and the relevant Client with a summary of any amendments made to the report as a consequence of the Agency's comments. In relation to a Financial Audit, CCS and the relevant Client shall procure that the Auditor shall share the findings with the Agency no less than five (5) days prior to delivery of the final report to CCS and the relevant Client to provide the Agency with an opportunity to comment on findings as a right to review, not a right to veto. CCS and the relevant Client may ask the Auditor to deliver a copy of the final report to the Agency and/or the Client may itself deliver a copy of the final report to the Agency, in both cases if CCS and the relevant Client considers it appropriate to do so.

- 7.21 The Agency agrees and acknowledges that the supply of Inventory Media is not permitted, and the Client shall not be obliged to pay any sums invoiced by or on behalf of the Agency for Inventory Media. Auditors

- 7.22 The Agency shall make available to the Client and Auditor for the purposes of a Finance Audit an “Invoice Listings” report, being a full and comprehensive list of all sums billed to the Client under this Framework, including any sums which have been the subject of pre-billing arrangements (being sums invoiced by the Agency earlier than the dates than it would have been entitled to render such invoices). The Agency shall also make available to the Client for the purposes of audit a “Booking Listings” report of all media delivered to the Client, whether as Media Placements or as Inventory Media. The Agency shall also provide to the Client a detailed report setting out the reconciliation of Invoice Listings (including pre-billed sums) and Booking Listings against each other. In any event, the Invoice Listings and Booking Listing shall be set out and delivered in a format and method of delivery reasonably stipulated in writing by the Client or the Auditor and with such level of detail as shall be sufficient for the Client and its auditor themselves to verify the Agency’s reconciliation of the Invoice Listings and Booking Listings against each other and in order to quantify and verify the aggregate value of Inventory Media in respect of the relevant period covered by such audit.

Confidentiality

- 7.23 All Parties shall respect the Confidential Information of each other, by:
- 7.23.1 treating it as confidential
 - 7.23.2 storing it securely
 - 7.23.3 not disclosing it, except as expressly set out in this Framework Agreement or without obtaining Approval
 - 7.23.4 not using or exploiting it in any way except for the purposes anticipated under this Framework Agreement.
- 7.24 The Agency agrees to enter into any non-disclosure agreement required by a Client where the terms of such non-disclosure agreement are reasonable.
- 7.25 For the purposes of Clauses 7.25 to 7.34 below, a Party which receives or obtains, directly or indirectly, Confidential Information is a “**Recipient**”. A Party which discloses or makes available Confidential Information is a “**Disclosing Party**”.
- 7.26 If a Recipient suspects or becomes aware of any unauthorised access, copying, use or disclosure of Confidential Information, it must notify the Disclosing Party immediately.
- 7.27 A Recipient is entitled to disclose Confidential Information if:
- 7.27.1 it is required to do so by Law, (though Clauses 7.58 to 7.64 (Freedom of Information) applies to disclosures required under the FOIA or the EIRs
 - 7.27.2 the need for such disclosure arises out of or in connection with:
 - (a) any legal challenge or potential legal challenge against CCS regarding this Framework Agreement

- (b) the examination and certification of CCS's accounts (provided that the disclosure is made on a confidential basis) or for any examination under section 6(1) of the National Audit Act 1983, or
 - (c) the conduct of a Central Government Body review in respect of this Framework Agreement;
- 7.27.3 the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010. Such disclosure can only be made to the Serious Fraud Office.
- 7.28 If the Recipient is required by Law to disclose Confidential Information, it should notify the Disclosing Party as soon as reasonably practicable and to the extent permitted by Law. It should advise the Disclosing Party what Law and/or regulatory body requires such disclosure and what Confidential Information it will be required to disclose.
- 7.29 Subject to Clauses 7.26 and 7.27, the Agency may disclose CCS Confidential Information, on a confidential basis, to:
 - 7.29.1 Agency Staff who are directly involved in the provision of the Services and need to know the Confidential Information to enable the performance of the Agency's obligations under this Framework Agreement, and
 - 7.29.2 its professional advisers for the purposes of obtaining advice in relation to this Framework Agreement.
- 7.30 Where the Agency discloses CCS Confidential Information in such circumstances, it remains responsible for ensuring the persons to whom disclosure has been made comply with the confidentiality obligations set out in this Framework Agreement.
- 7.31 CCS may disclose Agency Confidential Information:
 - 7.31.1 to any Central Government Body or other Client, on the basis that the information may only be further disclosed to Central Government Bodies or other Clients
 - 7.31.2 to Parliament, including any Parliamentary committees, or if required by any British Parliamentary reporting requirement
 - 7.31.3 if it deems disclosure necessary or appropriate in the course of carrying out its public functions
 - 7.31.4 on a confidential basis to a professional adviser, consultant, agency or other person engaged by a Central Government Body or Client, for any purpose relating to or connected with this Framework Agreement
 - 7.31.5 on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement, or
 - 7.31.6 to a proposed transferee, assignee or novatee of, or successor in title to CCS.

- 7.32 Any references to disclosure on a confidential basis mean disclosure subject to a confidentiality agreement, or arrangement containing terms no less stringent than those placed on CCS under Clause 7.23.
- 7.33 The Confidential Information that CCS may disclose under Clause 7.31 includes information relating to Call-Off Contracts, including service levels, pricing information. The terms of any Call-Off Contract under this Framework Agreement may be shared with any Central Government Body or other Client.
- 7.34 Nothing in Clauses 7.20 to 7.33 shall prevent a Recipient from using any techniques, ideas or Know-How which the Recipient has gained during the performance of this Framework Agreement in the course of its normal business, as long as this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.
- 7.35 If the Agency does not comply with these rules on confidentiality, CCS can terminate this Framework Agreement.

Transparency

- 7.36 The Parties acknowledge and agree that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Framework Agreement and any Transparency Reports under it is not Confidential Information and shall be made available in accordance with the procurement policy note 01/17 currently available at <https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles> and the Transparency Principles referred to therein.
- 7.37 CCS will determine whether any of the content of this Framework Agreement is exempt from disclosure in accordance with the provisions of the FOIA. CCS may consult with the Agency to inform its decision regarding any redactions but will have the final decision in its absolute discretion.
- 7.38 The Agency hereby gives its consent for CCS to publish this Framework Agreement in its entirety (subject only to redaction of any information that CCS determines is exempt from disclosure in accordance with the provisions of FOIA). This includes any agreed changes to this Framework Agreement.
- 7.39 The Agency acknowledges and agrees that publication of this Framework Agreement will include the publication of the contact details of the Agency Representative (including its successors). Such details will not be redacted.
- 7.40 By signing this Framework Agreement, the Agency confirms that it has obtained the Agency Representative's consent and shall, prior to the appointment of any successor Agency Representative obtain the successor's consent, permitting the publication of their name and contact details under this Clause 7.35 or otherwise, the Agency shall take all necessary steps to ensure that publication will not cause CCS, a Client or the Agency to breach the Data Protection Legislation.
- 7.41 The Agency shall cooperate with CCS to enable publication of this Framework Agreement.

Official Secrets Act

- 7.42 The Agency shall comply with, and ensure Agency Staff comply with the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989.

Data Protection

- 7.43 Where the Applicable Lot is Lot 4, the parties acknowledge that the Agency and the Client are independent data controllers and the data protection provisions contained in the Lot 4 Call-Off Contract shall apply.
- 7.44 The parties acknowledge that for Lot 1, Lot 2, Lot 3, and Lot 5, for the purposes of the Data Protection Legislation, CCS and/or the Client is the Controller and the Agency is the Processor. The only Processing that the Agency is authorised to do is listed in Schedule 14 (Processing Personal Data and Data Subjects) by CCS and/or the Client and may not be determined by the Agency.
- 7.45 The Agency shall notify CCS and/or the Client immediately if it considers that any of CCS and/or the Client's instructions infringe the Data Protection Legislation.
- 7.46 The Agency shall provide all reasonable assistance to CCS and/or the Client in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of CCS and/or the Client, include:
- 7.46.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - 7.46.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - 7.46.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 7.46.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 7.47 The Agency shall, in relation to any Personal Data Processed in connection with its obligations under this Framework Agreement and any Call-Off Contract:
- 7.47.1 Process that Personal Data only in accordance with Schedule 14 (Processing, Personal Data and Data Subjects), unless the Agency is required to do otherwise by Law. If it is so required the Agency shall promptly notify CCS and/or the Client before Processing the Personal Data unless prohibited by Law;
 - 7.47.2 ensure that it has in place Protective Measures, which have been reviewed and approved by CCS and/or the Client as appropriate to protect against a Data Loss Event having taken account of the:
 - (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures;

7.47.3 ensure that:

- (a) the Agency Staff do not Process Personal Data except in accordance with this Agreement (and in particular Schedule 14 (Processing, Personal Data and Data Subjects));
- (b) it takes all reasonable steps to ensure the reliability and integrity of any Agency Staff who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Agency's duties under this Clause;
 - (ii) are subject to appropriate confidentiality undertakings with the Agency or any Sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by CCS and/or the Client or as otherwise permitted by this Framework Agreement; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and

7.47.4 not transfer Personal Data outside of the EU unless the prior written consent of CCS and/or the Client has been obtained and the following conditions are fulfilled:

- (a) CCS and/or the Client or the Agency has provided appropriate safeguards under GDPR Article 46 (as determined by CCS and/or the Client) in relation to the transfer;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) the Agency complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (d) the Agency complies with any reasonable instructions notified to it in advance by CCS and/or the Client with respect to the Processing of the Personal Data;

7.47.5 at the written direction of CCS and/or the Client, delete or return Personal Data (and any copies of it) to CCS and/or the Client on termination of the Framework Agreement and any Call-Off Contract unless the Agency is required by Law to retain the Personal Data.

7.48 Subject to Clause 7.49, the Agency shall notify CCS and/or the Client immediately if it:

7.48.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

7.48.2 receives a request to rectify, block or erase any Personal Data;

- 7.48.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- 7.48.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Agreement;
- 7.48.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- 7.48.6 becomes aware of a Data Loss Event.
- 7.49 The Agency's obligation to notify under Clause 7.48 shall include the provision of further information to CCS and/or the Client in phases, as details become available.
- 7.50 Taking into account the nature of the Processing, the Agency shall provide CCS and/or the Client with full assistance in relation to either party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 7.49 (and insofar as possible within the timescales reasonably required by CCS and/or the Client) including by promptly providing:
 - 7.50.1 CCS and/or the Client with full details and copies of the complaint, communication or request;
 - 7.50.2 such assistance as is reasonably requested by CCS and/or the Client to enable CCS and/or the Client to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 7.50.3 CCS and/or the Client, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 7.50.4 assistance as requested by CCS and/or the Client following any Data Loss Event;
 - 7.50.5 assistance as requested by CCS and/or the Client with respect to any request from the Information Commissioner's Office, or any consultation by CCS and/or the Client with the Information Commissioner's Office.
- 7.51 The Agency shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Agency employs fewer than 250 staff, unless:
 - 7.51.1 CCS and/or the Client determines that the Processing is not occasional;
 - 7.51.2 CCS and/or the Client determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 7.51.3 CCS and/or the Client determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 7.52 The Agency shall allow for audits of its Data Processing activity by CCS and/or the Client or CCS and/or the Client's designated auditor.

- 7.53 The Agency shall designate a data protection officer if required Data Protection Legislation.
- 7.54 Before allowing any Sub-processor to Process any Personal Data related to this Framework Agreement and any Call-Off Contract, the Agency must:
 - 7.54.1 notify CCS and/or the Client in writing of the intended Sub-processor and Processing;
 - 7.54.2 obtain the written consent of CCS and/or the Client;
 - 7.54.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in Clauses 7.43 to 7.53 such that they apply to the Sub-processor; and
 - 7.54.4 provide CCS and/or the Client with such information regarding the Sub-processor as CCS and/or the Client may reasonably require.
- 7.55 The Agency shall remain fully liable for all acts or omissions of any Sub-processor.
- 7.56 CCS may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to Processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 7.57 The parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. CCS and/or the Client may on not less than 30 Working Days notice to the Agency amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Freedom of Information Act (FOIA)

- 7.58 The Agency acknowledges that CCS is subject to the requirements of the FOIA and the Environmental Information Regulations, and will assist and co-operate with CCS to enable CCS to comply with its Information disclosure obligations.
- 7.59 The Agency shall, and will ensure its Sub-Contractors shall:
 - 7.59.1 send all Requests for Information that it receives to CCS as soon as practicable, and within a maximum of 2 Working Days from receipt
 - 7.59.2 provide CCS with a copy of all Information that is relevant to a Request for Information and in its control, possession or power, in the form that CCS requests within five Working Days of the request, and
 - 7.59.3 provide all necessary assistance reasonably requested by CCS to enable it to respond to the Request for Information within the time allowed under section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 7.60 CCS will be responsible for determining in its absolute discretion and notwithstanding any other provision in this Framework Agreement or any other agreement whether Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

- 7.61 The Agency shall not respond directly to a Request for Information without prior Approval.
- 7.62 The Agency acknowledges that CCS may, acting in accordance with the Ministry of Justice Codes, be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Agency or the Services without consulting the Agency. However, CCS will take reasonable steps to give the Agency advance notice, or failing that, to draw the disclosure to the Agency's attention after any such disclosure.
- 7.63 The Agency shall ensure that all Information is retained for disclosure in accordance with Clauses 7.1 to 7.10 (Records and Audit Access) and Clauses 7.14 to 7.17 (Media Audit) and will permit CCS to inspect such records as requested.
- 7.64 The Agency acknowledges that the Commercially Sensitive Information listed in Framework Schedule 7 (Commercially Sensitive Information) is of an indicative nature only and that CCS may be obliged to disclose it in accordance with Clause 7.60.

Cyber essentials scheme condition

- 7.65 Prior to the execution of the first Call-Off Contract the Agency shall provide CCS with a valid Cyber Essentials Scheme Basic Certificate as a condition for the award of this Framework Agreement.
- 7.66 Where the Agency continues to Process Cyber Essentials Scheme Data during the Term or the contract period of any Call-Off Contract the Agency shall deliver to CCS evidence of renewal of a valid Cyber Essentials Scheme Basic Certificate on each anniversary of the first applicable certificate obtained by the Agency under Clause 7.65.
- 7.67 In the event that the Agency fails to comply with Clauses 7.65 or 7.66, CCS reserves the right to terminate this Framework Agreement for material Default.

8. GENERAL GOVERNANCE

Publicity and marketing by CCS

- 8.1 CCS is entitled to publicise this Framework Agreement in accordance with any legal obligation upon it. This includes any examination of this Framework Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.
- 8.2 CCS may produce marketing materials to promote the Framework Agreement to Clients. To support this, CCS may require the Agency to provide information. It will provide a template for the Agency to complete, together with instructions for completion. This may include use of agency case studies provided under the relevant Lot KPI's.
- 8.3 If the Agency does not complete the template according to these instructions, CCS may exclude the Agency from its marketing materials.

Publicity and marketing by agencies

- 8.4 If the Agency wishes to publicise its participation in this Framework Agreement, it must obtain written Approval from CCS to include (without limitation) all

articles, campaigns, awards and award entries and panels involving the agency itself or any personnel dedicated to the provision of services under this framework agreement, and the discussion of any campaign or performance of any campaign.

- 8.5 The Agency shall not do anything or cause anything to be done which may damage the reputation of CCS, or bring CCS into disrepute.
- 8.6 The Agency shall at all times during the Term on written demand fully indemnify CCS against all losses arising out of any claim or infringement resulting from the Agency's use of CCS or any other Crown logo.

Promoting tax compliance

- 8.7 Clauses 8.7 to 8.9 apply only if the Charges payable under this Framework Agreement and any and all Call-Off Contracts are or are likely to exceed £5 million during the Term and (if longer) any term of the applicable Call-Off Contract(s).
- 8.8 If, at any point during the Term and (if longer) any term of the applicable Call-Off Contract(s), an Occasion of Tax Non-Compliance occurs, the Agency shall:
 - 8.8.1 notify CCS in writing within 5 Working Days of its occurrence, and
 - 8.8.2 promptly provide to CCS details of how the Agency is addressing this, along with any mitigating factors the Agency considers relevant and any other information in relation to the Occasion of Tax Non-Compliance that CCS reasonably requires
- 8.9 If the Agency fails to comply with Clause 8.8, CCS may terminate this Framework Agreement and each Client may terminate their respective Call-Off Contract for material Default.

Value for money

- 8.10 The Agency acknowledges that CCS wishes to ensure that the Services represent value for money to the taxpayer throughout the Term, in accordance with the principles and obligations set out in the Relevant Services Description.
- 8.11 **Continuous improvement** In addition to and in accordance with the Relevant Services Description, the Agency must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Client's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Client.
- 8.12 The Agency must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Client of the Deliverables and the way it provides them, with a view to reducing the Client's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Agency and the Client must provide each other with any information relevant to meeting this objective.
- 8.13 In addition to Clause 8.11, the Agency shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during

- that Contract Year ("**Continuous Improvement Plan**") for the Client's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 8.13.1 identifying the emergence of relevant new and evolving technologies;
 - 8.13.2 changes in business processes of the Agency or the Client and ways of working that would provide cost savings and/or enhanced benefits to the Client (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 8.13.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 8.13.4 measuring and reducing the sustainability impacts of the Agency's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Client in meeting their sustainability objectives.
- 8.14 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Agency to the Client for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 8.15 The Client shall notify the Agency of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Agency shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 8.16 The Agency must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Agency shall provide any further information as requested.
- 8.17 If the Client wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Agency must implement such Variation at no additional cost to the Client or CCS.
- 8.18 Once the first Continuous Improvement Plan has been Approved in accordance with Clause 8.15:
- 8.18.1 the Agency shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 8.18.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Agency's progress against the Continuous Improvement Plan.
- 8.19 The Agency shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Clause 8.13.

- 8.20 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 8.21 Should the Agency's costs in providing the Deliverables to the Client be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Client by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 8.22 At any time during the Contract Period of the Call-Off Contract, the Agency may make a proposal for gainshare. If the Client deems gainshare to be applicable then the Agency shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

9. FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION

Termination

- 9.1 To terminate the Framework Agreement for any reason, CCS must issue a Termination Notice to the Agency, setting out the grounds for termination.

Termination for material Default

- 9.2 CCS may terminate this Framework Agreement for material Default at any time if:
 - 9.2.1 A Client terminates a Call-Off Contract for the Agency's breach of that Call-Off Contract
 - 9.2.2 the Agency is in breach of Clause 5.7 to 5.11 (Prevention of Fraud and Bribery)
 - 9.2.3 the Agency is in breach of Clause 5.13 or 5.14 (Conflicts of Interest)
 - 9.2.4 an Audit reveals that the Agency has underpaid Management Charges by an amount equal to or greater than 5% of the amount due in accordance with Clause 7.9 (Records and Audit Access)
 - 9.2.5 the Agency fails to comply with Clauses 7.21 to 7.34 (Confidentiality) and/or a Client terminates a Call-Off Contract for a breach by the Agency of its confidentiality obligations under that Call-Off Contract
 - 9.2.6 the Agency breaches Clause 7.42 (Official Secrets Acts)
 - 9.2.7 the Agency is in breach of Clauses 7.65 to 7.66 (Cyber Essentials Scheme Condition)
 - 9.2.8 where the Parties fail to agree a variation in accordance with Clause 11.2 (Variations to the Framework)
 - 9.2.9 where the Agency fails to comply with all applicable Law in connection with the performance of this Framework Agreement
 - 9.2.10 more than 1 MI Default occurs in any rolling 12 Month period
 - 9.2.11 a Persistent Failure occurs

9.2.12 the Agency commits a material Default of any of the following Clauses:

- (a) Subject to the Clause 9.2.13 below that deals with Occasions of Tax Non-Compliance, Clause 5.1 (Warranties, Representations and Undertakings)
- (b) Clauses 5.16 and 5.17 (Framework Agreement Performance)
- (c) Clauses 6.14 to 6.15 (Management Charge)
- (d) Clauses 6.1 and 6.2 (Provision of Management Information)
- (e) Clauses 7.1 to 7.10 (Record Keeping)
- (f) Clauses 7.43 to 7.57 (Data Protection Act)
- (g) Clauses 7.58 to 7.64 (Freedom of Information)
- (h) Clause 8.7 to 8.9 (Promoting Tax Compliance)

9.2.13 the Agency failing to provide on a quarterly basis information of FTE resource allocated to the account or upon an audit the Agency is found to have provided incorrect information on FTE salary cost or costs contributing to overhead factor

9.2.14 the representation and warranty given by the Agency in relation to Occasions of Tax Non-Compliance in Clause 5.1.8 is materially untrue or misleading, and the Agency fails to provide details of proposed mitigating factors which are acceptable to CCS

9.2.15 the Agency commits any material Default which is not, in the reasonable opinion of CCS, capable of remedy, and/or

9.2.16 the Agency commits a Default, including a material Default, which in the opinion of CCS is capable of remedy, but the Agency has not remedied such Default to the satisfaction of CCS within 20 Working Days (or such other period as may be specified by CCS) from the date CCS sent a written notice of Default to the Agency.

9.3 To terminate the Framework Agreement, CCS must issue a Termination Notice to the Agency.

Termination for Financial Standing

9.4 CCS may terminate this Framework Agreement if in its opinion, there is a material detrimental change in the financial standing and/or the credit rating of the Agency which has, or could reasonably be expected to have, an adverse impact on the Agency's ability to supply the Services under this Framework Agreement or any Call-Off Contract. Termination will be with effect from the date specified in the Termination Notice.

Termination on Insolvency

9.5 CCS may terminate this Framework Agreement with immediate effect if an Insolvency Event affecting the Agency occurs.

Termination on Change of Control

9.6 CCS may terminate this Framework Agreement with immediate effect within 6 Months of it becoming aware that a Change of Control has occurred if it believes that such change is likely to have an adverse effect on the Agency's ability to supply the Services.

- 9.7 CCS may not terminate this Framework Agreement on grounds of Change of Control where it granted Approval of the Change of Control before the Change of Control occurred.

Termination on Notice

- 9.8 CCS may terminate this Framework Agreement on any grounds by giving at least 6 Months' written notice to the Agency of termination with effect from a date specified in such notice.

Termination for breach of Regulations

- 9.9 CCS may terminate this Framework Agreement on the occurrence of any of the statutory provisions contained in Regulation 73(1)(a) to (c) of the Public Contract Regulations 2015.

Termination for continuing Force Majeure Event

- 9.10 Either Party may, by written notice to the other, terminate this Framework Agreement if a Force Majeure Event endures for a continuous period of more than 90 Working Days.

Partial Termination

- 9.11 Wherever CCS is entitled to terminate this Framework Agreement for any of the reasons listed in Clause 9.1 to 9.10 (inclusive), it may alternatively terminate the Framework Agreement in part only. This is only possible if the parts of this Framework Agreement not terminated can operate effectively without the terminated parts to deliver the intended purpose of this Framework Agreement.

Suspension of Agency's appointment

- 9.12 If CCS believes that a material Default, Persistent Failure or Grave Misconduct has occurred, it may suspend the Framework Agreement with immediate effect.
- 9.13 CCS must do so in writing, and set out how long the suspension is for.
- 9.14 During any suspension period, the Agency is not entitled to enter into any new Order.
- 9.15 However, suspension does not affect the Agency's obligation to provide Services under any Call-Off Contracts that were established prior to the suspension notice.

Consequences of termination and expiry

- 9.16 Even if the Agency has received a notice to terminate this Framework Agreement, the Agency shall continue to fulfil its obligations under this Framework Agreement until the date of expiry or termination of this Framework Agreement or such other date as required.
- 9.17 In particular, termination or expiry of this Framework Agreement will not result in automatic termination of any Call-Off Contracts. The Agency shall also continue to pay any Management Charges due to CCS in relation to such Call-Off Contracts, even if the Framework Agreement has been terminated.
- 9.18 If CCS terminates the Framework Agreement for material Default and then makes other arrangements for the provision of the Services, CCS is entitled to

recover from the Agency the reasonable additional costs incurred in procuring, implementing and operating any alternative Services. CCS will make no further payments to the Agency until CCS has established and recovered the final cost of making those other arrangements

- 9.19 Within 10 Working Days of the date of termination or expiry of this Framework Agreement, the Agency shall return to CCS any CCS Confidential Information in the Agency's possession or control.
- 9.20 CCS is entitled to require access to data or information arising from the provision of the Services by the Agency until the latest of 12 Months following termination or expiry of this Framework Agreement, or 3 Months following the date on which the Agency ceases to provide Services under any Call-Off Contract. Such data shall be provided to CCS in a structured format as CCS may reasonably specify.
- 9.21 The Agency shall comply with any reasonable request made by CCS to co-operate with any Replacement Agency to ensure a smooth transfer and/or inter-operation, as appropriate, between the provision of the Replacement Services by the Replacement Agency and the provision of the Services by the Agency.
- 9.22 Termination or expiry of this Framework Agreement does not affect any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.

Severability

- 9.23 If any part of the Framework Agreement becomes invalid, illegal or unenforceable, it will be severed from the Framework Agreement and the remaining parts of the Framework Agreement or any Call-Off Contract will be unaffected.
- 9.24 If any fundamental part of this Framework Agreement becomes invalid, CCS and the Agency may agree to remedy the invalidity. If the Parties are not able to do so within 20 working days of becoming aware of the invalidity, the Framework Agreement will be automatically terminated and each Party will be responsible for their own costs arising from the termination of the Framework Agreement.

What happens after termination?

- 9.25 The following Clauses and Framework Schedules, and all obligations placed on the Agency through them, remain in force after termination or expiry of this Framework Agreement:
 - 9.25.1 Section 2 (Services Offered)
 - 9.25.2 Section 3 (How Services will be bought)
 - 9.25.3 Clauses 4.2 to 4.5 (Scope of Framework Agreement)
 - 9.25.4 Clauses 5.1 (Warranties, Representations and Undertakings) and 5.7 to 5.12 (Prevention of Bribery and Corruption)
 - 9.25.5 Clauses 6.1 and 6.2 (Provision of Management Information) and 6.14 to 6.15 (Management Charge)

9.25.6 Clauses 7.1 (Record Keeping), 7.21 to 7.33 (Confidentiality), 7.36 to 7.41 (Transparency), 7.42 (Official Secrets Acts), 7.43 to 7.54 (Data Protection Act) and 7.55 to 7.61 (Freedom of Information).

9.25.7 Clause 8.10 (Value for Money)

9.25.8 Clause 9.25 (What happens after termination)

9.25.9 Clauses 10.1 to 10.7 (Liability) and 10.8 to 10.15 (Insurance)

9.25.10 Section 13 (Rights of Third Parties)

9.25.11 Clauses 14.2 to 14.3 (Waiver and Cumulative Remedies) and 14.8 (Law and Jurisdiction) and;

9.25.12 Schedules 3 (Charging Structure), 6 (Self Audit Certificate), 7 (Commercially Sensitive Information), and 8 (Framework Management).

10. INSURANCE AND LIABILITY

Liability

10.1 Neither Party excludes or limits its liability for:

10.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors or

10.1.2 bribery, fraud or fraudulent misrepresentation by it or its employees or

10.1.3 any liability to the extent it cannot be excluded or limited by Law.

10.2 Subject to Clause 10.1 each Party's total aggregate liability in respect of all Losses incurred under or in connection with this Framework Agreement as a result of Defaults or CCS Cause shall not exceed

10.2.1 If a Default or CCS Cause occurs within the first Contract Year, £500,000;

10.2.2 If a Default or CCS Cause occurs in any subsequent Contract Year (following the end of the first Contract Year) that commences during the remainder of the Term, the higher of £500,000 in each Contract Year or a sum equal to 125% of the Management Charge payable by the Agency in the previous Contract Year

10.2.3 If a Default or CCS Cause occurs after the end of the Term, in each twelve month period commencing on the anniversary of the Appointment Date after the end of the Term the higher of £500,000 or a sum equal to 125% of the Management Charge payable by the Agency under this Framework Agreement in the last Contract Year that commenced during the Term.

10.3 There are no limits to the Agency's liability in relation to the obligation to pay any Management Charges which are due and payable to CCS. There are no limits to the Client's liability in relation to the obligation to pay the Agency's invoices in respect of the Fees, Expenses and Third Party Costs.

10.4 Subject to Clauses 10.1 and 10.5, neither Party will be liable to the other in any situation for any:

- 10.4.1 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect); and/or
- 10.4.2 any indirect, special or consequential loss or damage.
- 10.5 Subject to Clause 10.2, the Agency shall be liable for the following types of direct loss, damage, cost or expense (without in any way, limiting other categories of loss, damage, cost or expense which may be recoverable by CCS), all of which are recoverable by CCS:
 - 10.5.1 the additional operational and/or administrative costs and expenses arising from any material Default
 - 10.5.2 any Management Charge or Default Management Charge which are due and payable to CCS
 - 10.5.3 any wasted expenditure or charges
 - 10.5.4 any compensation or interest paid to a third party by CCS
 - 10.5.5 the additional cost of procuring, implementing and operating any alternative or replacement services to the Services, and
 - 10.5.6 any regulatory losses, fines, expenses or other losses arising from a breach by the Agency of any Laws.
- 10.6 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising under this Framework Agreement.
- 10.7 For the avoidance of doubt, the Parties acknowledge and agree that Clause 10.1 and 10.5 shall not limit the Agency's liability to a Client under any Call-Off Contract and the Agency's liability under a Call-Off Contract shall be as provided for in that Call-Off Contract only.

Insurance

- 10.8 The Agency shall hold and maintain the following insurances in relation to the performance of its obligations under this Framework Agreement and any Call-Off Contract:
 - 10.8.1 public liability insurance to cover all risks in the performance of this Framework Agreement and any Call-Off Contract, with a minimum limit of £1 million for each individual claim
 - 10.8.2 employers' liability insurance with a minimum limit of indemnity as required by Law
 - 10.8.3 professional indemnity insurance adequate to cover all risks in the performance of this Framework Agreement and any Call-Off Contract with a minimum limit of indemnity of £5 million for each individual claim.
- 10.9 Clients are entitled to require the Agency to put in place a higher limit of indemnity and/or such other insurances as are relevant to their requirements under a Call-Off Contract. Such additional insurance requirements must be specified included in the relevant Brief.
- 10.10 The insurances referred to in Clause 10.8 must be maintained with a reputable insurance company, on terms that are no less favourable to those generally

available to a prudent Agency in respect of risks insured in the international insurance market.

- 10.11 The Agency is solely responsible for paying any excess or deductibles under the insurances referred to in Clause 10.8.
- 10.12 The terms of any insurance or the amount of cover do not relieve the Agency of any liabilities arising under this Framework Agreement or any Call-Off Contract.
- 10.13 The Agency shall provide CCS on request with copies of all insurance policies referred to in Clause 10.8 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 10.14 If the Agency fails to maintain the insurances required by this Framework Agreement, then CCS may make alternative arrangements to protect its interests. It may recover the premium and other costs of such arrangements as a debt due from the Agency.
- 10.15 The Agency shall maintain the insurances referred to in Clause 10.8 in full effect from the Appointment Date until 6 Years after the expiration or earlier termination of this Framework Agreement (or such longer term as CCS requires). The Agency shall use its reasonable endeavours to ensure that it does not by its acts or omissions cause any insurance policy to be invalidated or voided.

Force majeure

- 10.16 A **"Force Majeure Event"** means anything affecting either Party's performance of their obligations arising from any of the following:
 - 10.16.1 acts, events, omissions, happenings or non-happenings beyond the reasonable control of the affected Party
 - 10.16.2 riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare
 - 10.16.3 fire, flood, any disaster and any failure or shortage of power or fuel
 - 10.16.4 an industrial dispute affecting a third party for which a substitute third party is not reasonably available
- 10.17 The following do not constitute a Force Majeure Event:
 - 10.17.1 any industrial dispute relating to the Agency, its staff, or any other failure in the Agency's (or a subcontractor's) supply chain
 - 10.17.2 any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned.
- 10.18 If a Force Majeure Event continues for 60 Working Days, the Party not affected by the Force Majeure Event can suspend or terminate this Framework Agreement. They must do so in writing, and state the date from which the suspension or termination will come into effect.

11. VARIATIONS TO THIS FRAMEWORK AGREEMENT

- 11.1 Subject to Clause 11.3 and Framework Schedule 3 (Charging Structure), this Framework Agreement can only be varied if:
 - 11.1.1 CCS notifies the Agency in writing that it wishes to vary the terms of this Framework Agreement and provides the Agency with full written details of any such proposed change by completing, signing and sending the Variation Form as set out in Framework Schedule 10 (Variation Form), and
 - 11.1.2 the completed Variation Form is signed by CCS Representative and the Agency Representative.
- 11.2 If no variation agreement is reached within 30 Working Days of CCS notifying the Agency that it wishes to vary the terms, CCS may give written notice to the Agency that either:
 - 11.2.1 the Parties will continue to perform their obligations under this Framework Agreement without the variation, or
 - 11.2.2 the Framework Agreement will be terminated with immediate effect.

Legislative Change

- 11.3 The Agency shall neither be relieved of its obligations under this Framework Agreement nor entitled to increase the Fees as the result of:
 - 11.3.1 a General Change in Law, or
 - 11.3.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is known at the Appointment Date.
- 11.4 If a Specific Change in Law occurs or will occur during the Term (other than those referred to in Clause 11.3.2), the Agency shall notify CCS of the likely effects of that change, including whether any change is required to the Services, the Fees or this Framework Agreement.
- 11.5 As soon as practicable after any notification in accordance with Clause 11.4, the Parties will discuss and agree the matters referred to in that Clause and any ways in which the Agency can mitigate the effect of the Specific Change of Law, and the Agency shall:
 - 11.5.1 provide evidence that the Agency has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors
 - 11.5.2 demonstrate that the Agency had taken into account a foreseeable Specific Change in Law before it occurred, and/or
 - 11.5.3 give evidence about how the Specific Change in Law has affected the cost of providing the Services.
- 11.6 Any increase in the Fees, or relief from the Agency's obligations agreed by the Parties following discussions under Clause 11.5, will be implemented by a written variation agreement signed by CCS Representative and the Agency's Representative. The variation agreement will only apply to Call-Off Contracts signed after the date of the increase.

12. TRANSFER AND SUB-CONTRACTING

Transfer

- 12.1 This Framework Agreement is between CCS and the Agency only. The Agency is not allowed to assign, novate or otherwise dispose of any rights and obligations under this Framework Agreement without the prior Approval of CCS.
- 12.2 CCS may:
- 12.2.1 assign, novate or otherwise dispose of its rights and obligations under this Framework Agreement to any other Client or
 - 12.2.2 novate this Framework Agreement to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by CCS, provided that such assignment, novation or disposals shall not increase the burden of the Agency's obligations under this Framework Agreement.
- 12.3 The Agency shall enter into such agreement and/or deed as CCS reasonably requires to give effect to any such assignment, novation or disposal.

Sub-contracting

- 12.4 Notwithstanding the provisions of Clause 12.1, the Agency is entitled to sub-contract its obligations to supply the Services. The Agency shall ensure that terms are included in any Sub-Contract which require the Agency to pay any undisputed sum due to the relevant Sub-Contractors within 30 calendar days of receiving the Sub-Contractor's invoice.
- 12.5 The Agency shall put in place and maintain throughout the Term robust systems and procedures for the management of Sub-Contractors utilised by the Agency in relation to the Framework Agreement. It is responsible for ensuring that the work carried out by such Sub-Contractor is delivered in the manner and to the standard required by this Framework Agreement and any Call-Off Contract. The Agency's management systems must include effective monitoring of service delivery and price management.
- 12.6 The Agency may not substitute or remove a Key Sub-Contractor or appoint an additional Key Sub-Contractor without the prior Approval of CCS. CCS will not unreasonably withhold or delay such Approval.
- 12.7 The Agency shall obtain CCS or Client's written approval before commissioning services from (a) any member of the Agency Group, or (b) any business or service in which the Agency otherwise has a financial interest.
- 12.8 The Agency shall, at CCS/Client's request, provide CCS/Client (or CCS/Client's Auditors) with full complete copies of all Sub-Contracts on which media is placed on their behalf. The Agency shall not agree to any confidentiality obligations with Sub-Contractors that might restrict the Client's access to such Sub-Contractors.
- 12.9 Even when using Sub-Contractors, the Agency remains responsible for the provision of the Services at all times. The Agency is also responsible for all acts and omissions of its Sub-Contractors, and the acts and omissions of those

employed or engaged by the Sub-Contractors, as if they were its own. Any obligation on the Agency under this Framework Agreement applies equally to its Sub-Contractors.

- 12.10 The Agency will not enter into (whether directly or indirectly) any agreement or other arrangement with any other party (including any Sub-Contractor or member of the Agency Group) which restricts or prevents the Agency from fully complying with the terms of this Framework Agreement and Call-Off Contracts, including in relation to the provision of Records to CCS and/or Clients and/or which prevents the Agency from disclosing to CCS any financial or other benefit arising under or in connection with a Sub-Contractor (as provided under Section 7)).
- 12.11 The Agency shall use reasonable care and skill in the selection and appointment of actual or potential Sub-Contractors.
- 12.12 The Agency will at all times act in the best interests of CCS and Clients when negotiating and agreeing contracts with Sub-Contractors.
- 12.13 CCS may require the Agency to terminate a Sub-Contract if it considers that:
 - 12.13.1 the Sub-Contractor may prejudice the provision of the Services or may be acting contrary to the interests of CCS
 - 12.13.2 the Sub-Contractor is considered to be unreliable and/or has not provided reasonable services to its other customers, and/or
 - 12.13.3 the Sub-Contractor employs unfit persons.
- 12.14 CCS requires the Agency to terminate a Sub-Contract under Clause 12.13, the Agency remains responsible for maintaining the provision of the Services.
- 12.15 For the Agency(s) appointed under Lot 1, Strategic Media Activation or appointed under Lot 2 Public Sector Media Planning and Buying will be required to enter into a subcontract with the Agency awarded under Lot 3 Out of Home Media. The Agency will provide Out of Home Media Buying Service to Clients using this Framework Agreement. However it must subcontract those services to the Agency awarded under Lot 3 of RM6123 Media Services and CCS will have full access and visibility of that subcontract. CCS will also determine the commercial terms of that subcontract in line with the commercial remuneration and pricing submission of the Agency awarded under Lot 3 and any subsequent amendments to either of those elements. The Agency(s) appointed Lot 1, Strategic Media Activation or appointed under Lot 2 Public Sector Media Planning and Buying and the Agency awarded under Lot 3 Out of Home Media are required to take a cooperative approach to arranging these subcontracts with the support of CCS. As a starting point the template for the subcontract will come from the Agency awarded under Lot 3 Out of Home
- 12.16 Unless otherwise agreed between the parties the template for the subcontract with the Agency appointed under Lot 1 Strategic Media Activation will come from the Agency awarded under Lot 1 Strategic Media Activation.
- 12.17 Unless otherwise agreed between the parties the template for the subcontract with the Agency(s) awarded under Lot 2 Public Sector Media Planning and Buying will come from the Agency awarded under Lot 3 Out of Home.

Agency Group

- 12.18 The Agency undertakes to procure compliance with the terms of this Framework Agreement and all Call-Off Contracts by all members of the Agency Group as if such members of the Agency Group were also parties to this Framework Agreement and each Call-Off Contract, and shall be liable for any acts or omissions of the Agency Group which result in a breach of this Framework Agreement and/or any Call-Off Contract as if such member of the Agency Group had been a party to this Framework Agreement and the Call-Off Contracts.

13. RIGHTS OF THIRD PARTIES

- 13.1 The provisions of Section 3 (How Services will be bought (Call-Off Process)), Clause 5.1 (Warranties and Representations), Clause 7.23 to 7.35 (Confidentiality), Clause 9.25 (What happens after Termination), Clause 10.8 to 10.15 (Insurance) and Clause 9.23 to 9.24 (Severability) confer benefits on persons named in such provisions other than the Parties (each such person a **“Third Party Beneficiary”**) and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 13.2 Subject to Clause 13.1, a person who is not Party to this Framework Agreement (a **“Third Party”**) has no right to enforce any term of this Framework Agreement under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 13.3 Each Client may, with Approval, enforce as a Third Party Beneficiary:
- 13.3.1 any of the provisions specified in Clause 13.1 insofar as they are for the benefit of the Client, and
 - 13.3.2 any other term of this Framework Agreement which is for the benefit of the Client.
- 13.4 CCS may act as agent and trustee for each Client and:
- 13.4.1 enforce on behalf of that Client any Clause or term that is referred to in Clause 13.1
 - 13.4.2 and/or recover any loss, damage or liability suffered by that Client in connection with a breach of any such Clause or term.
- 13.5 No consent of any Third Party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of this Framework Agreement or any one or more Clauses of it.

14. OTHER PROVISIONS

- 14.1 The obligations of an Agency as set out in this Framework Agreement are in addition to those specified in the Relevant Services Description, and any obligation contained herein must be in accordance with the requirements set out in the Relevant Services Description (where applicable).

Waiver and cumulative remedies

14.2 A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

- 14.3 The rights and remedies provided by this Framework Agreement are cumulative and, unless otherwise provided in this Framework Agreement, are not exclusive of any right or remedies provided at Law or in equity or otherwise under this Framework Agreement.

Relationship to the parties

14.4 Nothing in this Framework Agreement creates a partnership, joint venture or employment relationship. The Agency must represent themselves accordingly and ensure others do so..

Further assurances

- 14.5 Each Party agrees that, at the other's request and (where necessary) cost, it will complete all relevant tasks and documentation needed to maintain this Framework Agreement.

Entire agreement

- 14.6 The provisions incorporated into this Framework Agreement are the entire agreement between the Parties. The Framework Agreement replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

Framework agreement management

- 14.7 The Parties agree that this Framework Agreement shall be managed in accordance with Schedule 8 (Framework Management).

Law and jurisdiction

- 14.8 This Framework Agreement, any Call-Off Contract and any non-contractual obligations associated with these will be governed by the Laws of England and Wales and the Parties will adhere to the jurisdiction of the courts of England and Wales.

Notices

- 14.9 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

- 14.10 The following addresses are to be used for delivering Notices:

Crown Commercial Service
9th Floor
The Capital
Old Hall Street
Liverpool

L3 9PP

For the attention of: Strategic Category Director, Marketing Communications Category

Tel: 0345 410 2222

Email: MediaBuying@crowncommercial.gov.uk

[INSERT AGENCY DETAILS HERE]

[Agency Name]

Address:

For the attention of:

Tel:

Fax:

14.11 Email: Either Party may change its address for service by serving a notice on the other Party in writing.

14.12 For the avoidance of doubt, an email is accepted as being 'in writing'.

14.13 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

15. INTELLECTUAL PROPERTY RIGHT AND INDEMNITY

15.1 Any and all IPR arising in any deliverables produced by the Agency as part of rendering services under this framework are considered to be the intellectual property of the relevant Client and or CCS (as applicable) from the moment of creation including all media plans, reports, presentation or equivalent documents and materials.

15.2 Other than as set out in this Framework Agreement or any Call-Off Contract, neither CCS, a Client nor the Agency shall acquire any right, title or interest in the other's Intellectual Property Rights (IPR). Where this results in there being pre-existing IPR in deliverables the Agency hereby grants to the relevant Client and or CCS (as applicable) a non-exclusive, royalty free, perpetual licence to use any such pre-existing IPR for its own business purposes.

15.3 Where the Agency reasonably requires use of any IPR owned by CCS for the purposes of fulfilling its obligations then CCS shall grant the Agency a non-exclusive, royalty free, licence to use any such IPR for this purpose only during the Term.

15.4 Where either Party acquires by law, title to IPR that is inconsistent with the allocation of title set out in Clause 15.1, it shall assign in writing such IPR as it has acquired to the other party on request.

- 15.5 The Agency shall ensure and procure that the availability, provision and use of the Services and the performance of the Agency's obligations under this Framework Agreement shall not infringe any IPR or any third party.
- 15.6 The Agency warrants that it owns, or has obtained, valid licences for all IPR that are necessary to perform its obligations under this Framework Agreement and any Call-Off Contract, other than any IPR provided to it by the Client. The Agency shall maintain these licences in full during the Term of this Framework Agreement and the term of all Call-Off Contracts.
- 15.7 The Agency shall not use CCS', any Client or any Government name, logos or trademarks on any of its products or services without written Approval.
- 15.8 During and after the Term of this Framework Agreement, the Agency shall indemnify, and keep indemnified, CCS in full from and against all claims, demands and other losses and any other liabilities in respect of any infringement of any Intellectual Property Right related to its provision of Services.
- 15.9 If CCS receives any notice of any claim for which it appears that CCS is, or may become, entitled to indemnification under this Framework Agreement or any Call-Off Contract (a "**Claim**"), CCS shall give notice in writing to the Agency as soon as reasonably practicable and in any event within 10 Working Days of receipt of the same.
- 15.10 Subject to Clause 15.9, on the giving of a notice by CCS, where it appears that CCS is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing CCS with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be entitled to dispute the Claim in the name of CCS at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, CCS shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and CCS shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.
- 15.11 With respect to any Claim conducted by the Agency pursuant to Clause 15.10:
- 15.11.1 the Agency shall keep CCS fully informed and consult with it about material elements of the conduct of the Claim;
 - 15.11.2 the Agency shall not bring the name of CCS into disrepute;
 - 15.11.3 the Agency shall not pay or settle such Claim without the prior written consent of CCS, such consent not to be unreasonably withheld or delayed; and
 - 15.11.4 the Agency shall conduct the Claim with all due diligence.
- 15.12 CCS shall be entitled to have conduct of the Claim and shall be free to pay or settle any Claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Framework Agreement or any Call-Off Contract if:

- 15.12.1 the Agency is not entitled to take conduct of the Claim in accordance with Clause 15.10;
 - 15.12.2 the Agency fails to notify CCS in writing of its intention to take conduct of the relevant Claim within 10 Working Days of the notice from CCS or if the Agency notifies CCS in writing that it does not intend to take conduct of the Claim; or
 - 15.12.3 the Agency fails to comply in any material respect with the provisions of Clause 15.11.
- 15.13 If the Agency pays to CCS an amount in respect of an indemnity and CCS subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the Claim, CCS shall forthwith repay to the Agency whichever the lesser is of:
- 15.13.1 an amount equal to the sum recovered (or the value of the discount, credit, saving, relief, other benefit or amount otherwise obtained) less any out-of-pocket costs and expenses properly incurred by CCS in recovering or obtaining the same; and
 - 15.13.2 the amount paid to CCS by the Agency in respect of the Claim under the relevant indemnity.

16. COMPLAINTS HANDLING AND RESOLUTION

- 16.1 If either Party receives a Complaint from a Client which it cannot resolve within 5 Working Days, it must notify the other Party. If the Agency has received the complaint, it must provide in the notice full details of the Agency's plans to resolve the Complaint. In addition, the Agency will comply with all relevant obligations set out in the Scope and Specification Appendix for the Applicable Lot(s) and any relevant Call-Off Contract.
- 16.2 The Agency shall work to resolve the Complaint within 10 Working Days.
- 16.3 At the request of CCS or the Client, the Agency shall, within 2 working days, provide CCS or the Client with full details of a Complaint, including details of steps taken to resolve it.

Dispute resolution

- 16.4 If any dispute arises between the Parties in connection with this Framework Agreement, they must try to settle it within 20 Working Days of either Party notifying the other of the dispute. This should include escalating the dispute to CCS Representative and the Agency Representative if necessary.
- 16.5 Nothing in this dispute resolution procedure will prevent the Parties from seeking an interim court order restraining the other Party from doing any act or compelling the other Party to do any act.
- 16.6 The obligations of the Parties under this Framework Agreement will not be suspended, cease or be delayed during a dispute.

- 16.7 If the dispute cannot be resolved by the Parties within 20 Working Days, they must refer it to mediation, unless CCS considers that the dispute is not suitable for resolution by mediation.
- 16.8 If a dispute is referred to mediation, the Parties must:
- 16.8.1 appoint a neutral adviser or mediator (the “Mediator”). Ideally, Parties will agree on this appointment, but if they are unable to agree upon a Mediator within 10 Working Days of the proposal to appoint a mediator, or the chosen Mediator is unable or unwilling to act, either Party must apply to the Centre for Effective Dispute Resolution to appoint a Mediator
 - 16.8.2 meet with the Mediator within 10 Working Days of the appointment, to agree how negotiations will take place and relevant information will be exchanged.
- 16.9 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 16.10 If the Parties reach a resolution, a written agreement will be produced for both Parties to sign. Once signed, this agreement will be binding on both Parties.
- 16.11 If the Parties fail to reach a resolution, either Party may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion will be provided without prejudice and cannot be used in evidence in any proceedings relating to this Framework Agreement without the prior written consent of both Parties.
- 16.12 If the Parties fail to reach a resolution within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then the dispute may be referred to arbitration, unless CCS considers that it is not suitable for resolution by arbitration.
- 16.13 If a dispute is referred to arbitration, the Parties must comply with the following provisions:
- 16.13.1 the arbitration will be governed by the provisions of the Arbitration Act 1996;
 - 16.13.2 the London Court of International Arbitration (LCIA) procedural rules will apply, and are deemed to be incorporated into this Framework Agreement (although if there is any conflict between those rules and this Framework Agreement, this Framework Agreement will prevail);
 - 16.13.3 the decision of the arbitrator shall be binding on the Parties (in the absence of any material failure by the arbitrator to comply with the LCIA procedural rules);
 - 16.13.4 the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
 - 16.13.5 if the Parties fail to agree on the appointment of the arbitrator within 10 Working Days or, if the person appointed is unable or unwilling to act, LCIA will appoint an arbitrator; and
 - 16.13.6 the arbitration proceedings shall take place in London.

17. STAFF TRANSFER

17.1 The Parties agree that:

- 17.1.1 on the Appointment Date there is a relevant transfer for the purposes of the Employment Regulations, and the provisions of Part B of Schedule 11 (Staff Transfer) will apply; and
- 17.1.2 on the Expiry Date there may be a relevant transfer for the purposes of the Employment Regulations and Part D of Schedule 11 (Staff Transfer) will apply.

18. BUSINESS CONTINUITY AND DISASTER RECOVERY

18.1 The Parties shall comply with the provisions of Schedule 12 (Business Continuity and Disaster Recover).

FRAMEWORK SCHEDULE 1: DEFINITIONS AND INTERPRETATION

1. DEFINED TERMS

1.1 In this Framework Agreement, the following expressions and defined terms have the following meanings:

Account Management	Management of the relationship The overarching management, both day to day and long term of every aspect of the project/campaign/media including, but not limited to, the working relationship between Agency personnel and Client personnel, management of the budget, deliverables under a Call-Off Contract, subcontractors and other Client suppliers.
Admin Fees	The costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by CCS under the sub-heading “Submitting monthly management information” at the following link: https://www.gov.uk/guidance/current-crown-commercial-service-suppliers-what-you-need-to-know .
Advertising Regulation	Any present or future applicable code of practice or adjudication of the Committee of Advertising Practice or the Advertising Standards Authority and includes any applicable modification, extension or replacement thereof in force from time to time, together with other UK laws, statutes and regulations which are directly applicable to the Services.
Agency Confidential Information	Any information that the Agency gives to CCS or to Clients that is designated as being confidential, or which ought reasonably be considered to be confidential (whether or not it is marked “confidential”). This may include information, however it is conveyed, that relates to the Agency’s business, affairs, developments, trade secrets, Know-How, personnel and suppliers including all IPRs.
Agency Group	The Agency and any other company which from time to time directly or indirectly Controls, or is Controlled by, the Agency, or is under the same direct or indirect common Control as the Agency, including:

	<p>a) any affiliated or associated companies of the Agency including any companies with which the Agency has a joint venture;</p> <p>b) any trading arm used by the Agency;</p> <p>c) any buying club of which the Agency is a member (whether directly or indirectly); and</p> <p>d) any Sub-contractor of the Agency or any other entity providing services directly or indirectly to the Agency,</p> <p>where such company is directly and/or indirectly in receipt of:</p> <p>a) all or part of any sums paid or payable by CCS and/or any Client; and/or</p> <p>b) goods, services or other benefits in kind including AVBs obtained or accrued in lieu of any sums paid or payable or due to be so; and/or</p> <p>c) any other equivalent benefit,</p> <p>each as arising in connection with the Framework Agreement and/or any Call-Off Contract.</p> <p>This does not include Media Owners.</p>
Agency Pitch	Agency Pitch means the Agency Pitch at Schedule 9. This was submitted by the Agency when bidding for the . Tender which resulted in the award to the Agency
Agency Representative	The representative appointed by the Agency in relation to this Framework Agreement.
Agency Staff	All persons employed by the Agency, together with the Agency's agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents and suppliers) used in the performance of the Agency's obligations under this Framework Agreement or any Call-Off Contract.
Applicable Lot(s)	The Lot or Lots applicable to the Call-Off Contract in question.
Appointment Date	The date set out in Section 1.
Approval	The prior written consent of CCS.

ASBOF	The Advertising Standards Board of Finance and any successor body.
ASBOF Charge	The charge paid directly to ASBOF by the Agency representing 0.1% of the Net Media Value (for the avoidance of doubt before AVBs and excluding all commission and other fees) of all non-broadcast advertising in the UK (including for the avoidance of doubt outdoor, cinema and press display advertising, the postage cost of direct mailings and internet advertising in paid for space) invoiced to a Client by the Agency each Month pursuant to a Call-Off Contract entered into under the terms of this Framework Agreement.
Audit	An audit carried out under Clause 7.1 to 7.15 (Record Keeping, Confidentiality and Transparency).
Audit Report	A report summarising the testing completed and the actions arising following an Audit.
Auditors	<ul style="list-style-type: none"> a) the Relevant Authority's internal and external auditors; b) the Relevant Authority's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office or GCS; e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and f) successors or assigns of any of the above;
Agency Volume Bonus or AVB	Any rebate, volume discount or compensation from a Media Owner and/or ad tech supplier for the purchasing of a specified volume of media or from any other media buys, including any and all third party payments; volume or other discounts; commissions; compensation, refunds or bonuses; bonus inventory, free or discounted media, sponsorship or promotional space; barter deals; Services not provided at true market value; service fees arising under service level agreements where no services are actually provided or any other source of financial or other benefit receivable from third parties, (including Media Owners) by the Agency or

	<p>Agency Group which are either directly or indirectly related to:</p> <p>(a) Media Placements; and/or</p> <p>(b) the aggregate traded volume across all clients of Agency or Agency Group with the relevant third party and/or Media Owner, regardless as to whether these amounts are calculated as a function of media volume or given as a fixed amount;</p> <p>in each case as measured against the prevailing full, undiscounted market rate for the relevant Media Placements or provision of inventory, media, space or other goods or services. For the avoidance of doubt, this definition includes all Client AVBs and Direct AVBs.</p>
BASBOF	The Broadcast Advertising Standards Board of Finance and any successor body.
BASBOF Charge	The charge paid directly to BASBOF by the Agency representing 0.1% of the Net Media Value (for the avoidance of doubt before AVBs and excluding all Commission and other fees) of all broadcast advertising in the UK invoiced to a Client each Month by the Agency pursuant to a Call-Off Contract entered into under the terms of this Framework Agreement.
Board Account Director	A director who sits on the Agency's Board of Directors who will take responsibility for managing the relationship between the Agency, Clients and CCS.
Brief	The document issued by a Client as part of the Call-Off Process containing details of the requirements for a campaign. Some Clients may refer to this as 'the channel integration brief'. An example of a template Brief can be found in Framework Schedule 4B (Letter of Appointment and Call-Off Terms)
Buyer	Means Client as defined in the Framework Schedule 1: Defined Terms
Call-Off Contract	The relevant legally binding agreement (entered into following the provisions of this Framework Agreement) for the provision of Services related to the Applicable Lot(s) made between a Client and the Agency which includes the Letter of Appointment,

	terms and conditions substantially in the form of the Call-Off Terms, any Briefs and any other documents expressly incorporated into that document in accordance with its terms.
Call-Off Process	The Process for awarding a Call-Off Contract set out in Section 3 (How Services will be bought (Call-Off Process)).
Call-Off Terms	The relevant terms and conditions in Part 2 of Framework Schedule 4B (Letter of Appointment and Call-Off Terms)
CCS Cause	Any breach of the Framework Agreement by CCS, for which CCS is liable to the Agency. This includes, but is not limited to breach of a fundamental term, omission, misrepresentation, negligence or negligent statement in relation to this Framework Agreement.
CCS Confidential Information	All CCS Personal Data and any information however it is conveyed that relates to the business, affairs, developments, trade secrets, Know-How, IPR, personnel and suppliers of CCS and/or Clients that is designated as being confidential, or which ought reasonably be considered to be confidential (whether or not it is marked “confidential”).
CCS Personal Data	Any personal data supplied by CCS to the Agency in connection with this Framework Agreement. “Personal data” Has the same meaning as set out in the GDPR.
CCS Representative	The representative appointed by CCS in relation to this Framework Agreement.
Central Government Body	<p>A body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;

Change in Law	Any change in Law which comes into force after the Appointment Date and impacts, or might impact, the supply of the Services and ability to meet the Call-Off Terms.
Change of Control	A change in the ownership or control of an Agency, as defined in section 450 of the Corporation Tax Act 2010.
Charges	The charges payable to the Agency by a Client under any Call-Off Contract in consideration of the full and proper performance by the Agency of the Agency's obligations under the Call-Off Contract calculated in a manner that is consistent with the Charging Structure as set out in Framework Schedule 3 (Charging Structure) and further defined in the relevant Letter of Appointment under the heading "Charges".
Charging Structure	The way Charges are to be calculated for each Call-Off Contract. The structure is set out in Framework Schedule 3 (Charging Structure).
Client	The bodies listed in the Notice who can make an Order and enter into a Call-Off Contract under this Framework Agreement along with GCS or such other successor shared resource, department, function or part of the Government carry on equivalent functions and services as GCS from time to time.
Client AVBs	A pro rated share of the total AVBs in a given year, calculated based on the proportion of expenditure of the Client's total Media Placements placed via the Agency or Agency Group with each Media Owner compared as against the total combined expenditure by the Agency or Agency Group with the relevant Media Owners or other third party.
Commercially Sensitive Information	Information listed in Framework Schedule 7 which: <ul style="list-style-type: none"> a) relates to the Agency, its IPR or its business or information which the Agency has indicated to CCS that, if disclosed by CCS, would cause the Agency significant commercial disadvantage or material financial loss; and/or b) that constitutes a trade secret.
Commission	The Agency's remuneration for providing the Services calculated in accordance with paragraph 1.2 in Framework Schedule 3 (Charging Structure).

Commission Rate	The rates referred to in paragraph 1.2 of Framework Schedule 3 (Charging Structure).
Comparable Supply	The supply of services to another customer of the Agency that are the same or similar to the Services.
Complaint	A formal written complaint raised by a Client in relation to the performance of this Framework Agreement or any Call-Off Contract. Complaints must be raised in accordance with Clauses 17.1 to 17.3 (Complaints Handling and Resolution).
Confidential Information	CCS Confidential Information, any Client's confidential information and/or the Agency Confidential Information.
Conflict of Interest	Any situation, arrangement, understanding or agreement which will or may (in the reasonable opinion of CCS or Client) be likely to jeopardise the Agency's ability to represent CCS's and/or Client's best interests, including where there is a conflict, or a potential conflict, between the Agency's interests (or the interests of any member of the Agency Group) and the duties owed to CCS and any Client under this Framework Agreement or any Call-Off Contract, the provision or receipt by the Agency and/or the Agency Group of any Services not provided at true market value or such involvement in the same or other related project that may give them an advantage, or the establishment by the Agency Group of a 'buying club' or a 'best friends' or other equivalent relationship with other media agencies or Media Owners, unless CCS and Client has been fully informed of such arrangement and both have given their prior written approval to such arrangement in advance of the commencement of the Services.
Contract Year	A consecutive 12- month period during the Term commencing on the Appointment Date or each anniversary thereof.
Controller	Has the same meaning as set out in the GDPR.
Control	As defined in sections 1124 and 450 of the Corporation Tax Act 2010.
CPM or Cost Per Mille	A measurement of the cost of media needed to generate a million views of an advertisement calculated by dividing the cost of an advertising

	placement by the number of impressions (expressed in millions) that it generates.
CPT or Cost Per Thousand	A measurement of the cost of media needed to generate a thousand views of an advertisement calculated by dividing the cost of an advertising placement by the number of impressions (expressed in thousands) that it generates.
Cross-Border Transactions	Subject to the conditions set up in the local VAT/GST Legislation and/or the exact nature of the services provided, foreign VAT/GST may be charged by local Media Vendors or the Local Agency. However, usually, for a typical provision of media services, the zero-rated VAT/GST treatment would be subject to conditions such as (i) implementation of a Services Agreement; (ii) issuance of a valid invoice; (iii) contractual/effective recipient is established outside the country of the supplier.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf.
Cyber Essentials Scheme	The Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats. Details of the Cyber Essentials Scheme can be found here: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview .
Cyber Essentials Scheme Basic Certificate	The certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance.
Cyber Essentials Scheme Data	Sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme.

Cyber Essentials Scheme Plus Certificate	The certification awarded on the basis of external testing by an independent certification body of the Agency's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the Agency under this Framework Agreement and/or any Call-Off Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Framework Agreement and/or any Call-Off Contract, including any Personal Data Breach.
Data Protection Impact Assessment	An assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
Data Protection Legislation	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.
Data Protection Officer	Has the same meaning as set out in the GDPR.
Data Subject	Has the same meaning as set out in the GDPR.
Data Subject Access Request	A request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
Default Management Charge	Has the meaning as set out in clause 6.23.
Default	Any breach of the Framework Agreement by the Agency, for which the Agency is liable to CCS. This includes, but is not limited to, breach of a fundamental term, omission, misrepresentation, negligence or negligent statement in relation to this Framework Agreement or the subject matter of this Framework Agreement.
Digital Media Placement	All Media Placements in digital media including but not limited to display, video, mobile and social media.

Direct AVBs	Any accrued AVBs that directly relate to Media Placements purchased by the Client.
Dispute Resolution Procedure	The procedure set out at Clauses 16.4 to 16.13.
DOTAS	The Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under powers contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992.
DPA 2018	Data Protection Act 2018
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced.
Environmental Information Regulations	The Environmental Information Regulations 2004 together with any related guidance and/or codes of practice issued by the Information Commissioner or relevant Government department.
Expenses	Reasonable travelling, hotel, subsistence and other expenses incurred by the Agency in connection with the supply of Services under a Call-Off Contract, provided that such Expenses have either received the Client's prior approval or are in accordance with any expenses policies which have been supplied to the Agency and set out in the agreed Brief.
Fees	the Agency fees (including, where applicable, the Commission and the incentive as set forth in paragraph 1.2 of Schedule 3 of the Agreement) to be payable by a Client for the Services to be provided under the Call-Off-Contract(s) calculated in a manner that is consistent with the Charging Structure as set out in Framework Schedule 3 (Charging Structure).and as may be amended by the parties from time to time in accordance with this Framework Agreement or any relevant Call-Off-Contract.

FOIA	The Freedom of Information Act 2000 and any subordinate legislation made under that Act together with any related guidance and/or codes of practice issued by the Information Commissioner or relevant Government department.
Force Majeure Event	Defined in Clause 10.16.
Framework Agencies	The agencies (including the Agency) appointed by CCS to supply the Services on the same or similar terms to this Framework Agreement.
Framework Agreement	This agreement, including the Clauses, Framework Schedules and any annexes to them.
Framework Guarantee	A deed of guarantee in favour of CCS in the form set out in Framework Schedule 9 (Guarantee).
Framework Guarantor	The person, acceptable to CCS, who provides a Framework Guarantee.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown.
FX	Foreign currency exchange rate.
GCS	the professional body for public service communicators working in government departments, agencies and arm's length bodies.
GCS Management Charge	Has the meaning ascribed to it in Framework Schedule 3 (Charges).
GDPR	The United Kingdom General Data Protection Regulation
General Anti-Abuse Rule	The legislation in Part 5 of the Finance Act 2013, and any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.
General Change in Law	A Change in Law of a general nature. This includes changes to taxation or duties of any sort affecting the

	Agency or which affect or relate to a Comparable Supply.
Good Industry Practice	Standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector.
Government	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf.
Government Data	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> i) are supplied to the Agency by or on behalf of the Authority; or ii) the Agency is required to generate, process, store or transmit pursuant to a Contract.
Grave Misconduct	<p>An act of grave professional misconduct within Regulation 57(8)(c) of the Public Contracts Regulations 2015. This could mean:</p> <ul style="list-style-type: none"> a) poor performance or serious or persistent breaches which have led to the early termination of a contract between the Crown or any Client and the Agency, or b) poor performance or a serious breach or breaches which are the subject of proceedings concerning a contract between the Crown or any Client and the Agency, or c) serious financial irregularities on the part of the Agency (within any legal jurisdiction), or d) misconduct which would be regarded as serious by any Regulatory Body.
Implementation Period	The time period between the Appointment Date and the Launch Date.

Implementation Services	The transition, implementation and related services described in Framework Schedule RM6003 and the relevant Briefs which shall be completed by the Agency by the Launch Date.
Improvement Notice	A notice issued by CCS to the Agency detailing how the Agency shall improve the provision of the Services.
Improvement Plan	A plan required by CCS from the Agency which shall detail how the Agency will improve the provision of the Services.
Information	Where used with a capital I, it has the meaning given under section 84 of the Freedom of Information Act 2000.
Insolvency Event	<p>Means, in respect of the Agency [or Framework Guarantor (as applicable)]:</p> <ul style="list-style-type: none"> a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986; or b) a winding-up resolution is considered or passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

	<ul style="list-style-type: none"> h) where the Agency is an individual or partnership, any event analogous to these listed in this definition occurs in relation to that individual or partnership; or i) any event analogous to these listed in this definition occurs under the law of any other jurisdiction.
Intellectual Property Rights or IPR	<p>These mean:</p> <ul style="list-style-type: none"> a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise), Know-How, trade secrets and moral rights and other similar rights or obligations b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction, and c) all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction (including the United Kingdom) and the right to sue for passing off.
Inventory Media	This means media acquired by the Agency at its own cost and/or risk without purchase authorisation from a specific client.
Invitation to Tender	The invitation to tender for this Framework Agreement issued by CCS on 14/02/2018.
Key Performance Indicators or KPIs	The performance measurements set out in the relevant Scope and Specification Appendix.
Key Sub-Contractor	Any Sub-Contractor which is listed in Framework Schedule 2 (Key Sub-Contractor) or, in the opinion of CCS, performs (or would perform is appointed) a critical role in the provision of all or any part of the Services.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the

	Agency's or CCS's possession before the Appointment Date.
KPI Targets	The acceptable performance levels for each KPI set out in the relevant Scope and Specification Appendix.
Launch Date	[DATE 2021]
Law	<ul style="list-style-type: none"> Any Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, judgment of a relevant court of law, or directives or requirements of any Regulatory Body; All Advertising Regulations; and Any policies introduced by CCS (or other government body or department) due to regulatory, legal or industry code requirements that are relevant to the Services.
Letter of Appointment	A letter in, or substantially in, the form set out in Part 1 of Framework Schedule 4B (Letter of Appointment and Call-Off Terms) to be used by Clients to order Services.
Local Agency	The agency organisation/ team which is part of the agency group, based in a country other than the UK.
Local Client	The client organisation/ team based in a country other than the UK who form part of a UK client organisation buying media through the framework.
Losses	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise.
Lot 4 Call-Off Contract	The Call-Off Contract (as defined above) applicable to Lot 4 Services only.
Management Charge	Has the meaning ascribed to it in Framework Schedule 3 (Charges).

Management Information	The management information specified in Framework Schedule 5 (MI Reporting Template).
Media Audit	<p>An audit undertaken to determine:</p> <ul style="list-style-type: none"> (a) whether the expenditure incurred by the Agency on behalf of a Client has been properly incurred in accordance with the terms of this Framework Agreement and the appropriate Call-Off Contract; and (b) whether such expenditure accurately represents the Media Value (as that term is defined in Schedule 2 (Services and Key Performance Indicators) for the relevant media channel at the time when such expenditure was incurred.
Media Owner	Any third party with whom the Agency or Agency Group contracts or places an order either directly or indirectly for the purchase of Media Placements, including any member of the Media Owner Group.
Media Owner Group	<p>Any Media Owner and any holding company of the Media Owner (and any holding companies or subsidiary companies of such holding company) and any subsidiary company of the Media Owner (together with any holding companies or subsidiary companies of such subsidiary) where “holding company” and “subsidiary company” shall have the meaning given in s1159 Companies Act 2006), including:</p> <ul style="list-style-type: none"> - any affiliated or associated companies of the Media Owner including any companies with which the Media Owner has a joint venture; - any trading arm used by the Media Owner; and - any sub-contractor or agency of the Media Owner or any other entity providing services directly or indirectly to the Media Owner.
Media Placement	The advertising, sponsorship or promotional space and/or time in a publication, broadcast stream, press insert, transmission, VOD, website or any other on or off-line platform which is purchased either directly or indirectly from third parties by the Agency or Agency Group in connection with the provision of Services and all clicks howsoever purchased.

MI Default	An Agency is deemed to be in MI Default if it either: a) has 2 consecutive MI Failures, or b) has 2 MI Failures in any rolling 6 Month period.
MI Failure	If any of the following occur, CCS can treat it as an “MI Failure”: a) there are material omissions or errors in the Agency’s MI Report; b) the Agency uses the wrong template for the MI Report c) the Agency’s MI Report including any nil return is late.
MI Report	A monthly report from the Agency to CCS containing Management Information, submitted in accordance with Section 6 (Management Information and management charges).
MI Reporting Template	The form of report set out Framework Schedule 5 (MI Reporting Template) setting out certain Management Information the Agency is required to supply to CCS.
Ministry of Justice Codes	The Ministry of Justice Codes of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA issued under sections 45 and 46 of the FOIA as amended.
Ministry of Justice Guidance	Ministry of Justice Guidance in relation to section 9 of the Bribery Act 2010. It is available at http://www.justice.gov.uk/guidance/docs/bribery-act-2010-guidance.pdf .
Month	An entire calendar month. “ Monthly ” shall be interpreted accordingly.
Net Media Value	The cost invoiced by Media Owners in respect of Media Placements net of all discounts AVBs and standard agency Commission and other fees.
Occasion of Tax Non-Compliance	This is where any tax return of the Agency submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: a) a Relevant Tax Authority successfully challenging the Agency under the General Anti-Abuse Rule or the Halifax abuse principle or under any tax rules or legislation in any

	<p>jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax abuse principle, or</p> <p>b) the failure of an avoidance scheme which the Agency was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the Disclosure of Tax Avoidance Schemes (DOTAS) or any equivalent or similar regime in any jurisdiction; and/or</p> <p>c) any tax return of the Agency submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Appointment Date or to a civil penalty for fraud or evasion.</p>
Notice	The advertisement for this procurement.
Open Book Data	<p>Complete and accurate financial and non-financial information which is sufficient to enable CCS to verify the Charges already paid or payable and Charges forecast to be paid during the Term and term of any Call -Off Contracts, including details and all assumptions relating to:</p> <p>a) the Agency's costs broken down against each Service and/or deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Services;</p> <p>b) operating expenditure relating to the provision of the Services including an analysis showing:</p> <p>c) the unit costs and quantity any consumables and bought-in goods and services;</p> <p>d) manpower resources broken down into the number and grade/role of all Agency personnel (free of any contingency) together with a list of agreed rates against each manpower grade; and</p> <p>e) a list of costs underpinning those rates for each manpower grade, being the agreed rate less the Agency profit markup.</p>
Order	An order from a Client to an Agency for the provision of Services, placed in accordance with the Call-Off Process.

Over Delivery	The Agency has exceeded the Performance Guarantee for a cost equal to or less than the Price Guarantee for that Performance Guarantee for a particular channel in any Pricing Year.
Party	Either CCS or the Agency.
Performance Guarantee	The minimum result (in terms of audience views, clicks or similar) the Agency agrees to deliver for each Price Guarantee as set out for each media channel in Annex A of Schedule 3 (Charging Structure).
Persistent Failure	Any of: <ul style="list-style-type: none"> a) 4 or more failures by the Agency to accept an Order within 2 Working Days of receipt in any rolling period of 12 Months (other than when the Agency's failure to accept an Order is due to a conflict of interest), or b) 2 or more failures by the Agency to provide Management Information by the Reporting Date in any rolling period of 12 Months, or c) 2 or more failures by the Agency to meet the KPI Targets (whether the failures relate to the same or different KPI Targets) in relation to one or more Call-Off Contracts in any rolling period of 12 Months
Personal Data	Has the same meaning as set out in the GDPR.
Personal Data Breach	Has the same meaning as set out in the GDPR.
Pricing Year	<ul style="list-style-type: none"> a) for Pricing Year 1 a period of 14 months running from [MONTH YEAR] to [MONTH YEAR]; b) for Pricing Year 2 a period of 12 months running from [MONTH YEAR] to [MONTH YEAR]; c) for Pricing Year 3 a period of 12 months running from [MONTH YEAR] to [MONTH YEAR]; and d) for Pricing Year 4 a period of 5 months running from [MONTH YEAR] to [MONTH YEAR].
Pricing Guarantees	The maximum price given for each of the Performance Guarantees as specified in Annex A to

	Framework Schedule 3 (Charging Structure) or as agreed in accordance with paragraph 4 in Framework Schedule 3 (Charging Structure)
Proceedings	Refers to both arbitration proceedings which have been commenced and court proceedings where a letter before action or a notice of claim has been issued.
Processor	Has the same meaning as set out in the GDPR.
Process or Processing	Has the same meaning as set out in the GDPR. “Process” and “Processed” shall be interpreted accordingly.
Prohibited Act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Client or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> a) induce that person to perform improperly a relevant function or activity b) reward that person for improper performance of a relevant function or activity c) commit any offence: <ul style="list-style-type: none"> • under the Bribery Act 2010 • under legislation creating offences concerning Fraud • at common Law concerning Fraud • committing or attempting or conspiring to commit Fraud.
Proposal	The proposal submitted by a Framework Agency in response to a Brief.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.
Records	All records and accounts referred to in Clause 7.1
Regulations	The Public Contracts Regulations 2015.
Regulatory Body	Government departments and other bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate,

	investigate, or influence the matters dealt with in this Framework Agreement.
Relevant Person	Any employee, agent, servant, or representative of CCS, any Client or any other public body.
Scope and Specification Appendix	<p>the scope and specification related to each Lot, as applicable, whereby:</p> <ul style="list-style-type: none"> • Appendix B1 is the Scope and Specification Appendix for Lot 2; • Appendix B2 is the Scope and Specification Appendix for Lot 2; • Appendix B3 is the Scope and Specification Appendix for Lot 3; • Appendix B4 is the Scope and Specification Appendix for Lot 4; • Appendix B5 is the Scope and Specification Appendix for Lot 5;
Relevant Services Description	Has the meaning ascribed to it in Clause 2.3.
Relevant Tax Authority	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Agency is established.
Relevant Transfer	A transfer of employment to which the Employment Regulations applies.
Relevant Transfer Date	In relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place.
Reporting Date	The date by which an MI Report must be submitted. This is the seventh working day of the Month following the Month to which the relevant Management Information relates, or such other date as may be agreed between the Parties.
Request for Information	A request for information relating to this Framework Agreement, any Call-Off Contract or the provision of the Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.
Self-Audit Certificate	A certificate in the form set out in Framework Schedule 6 (Self-Audit Certificate) to be provided to CCS in accordance with Clause 7.2.

Service Levels	Any particular service levels detailed in Call-Off Contracts.
Services	The services to provide a complete media buying service to Clients as described in Section 2 (Services) and further described in the relevant annual scope of work and/or Briefs which the Agency shall provide to Clients, and may (if required) include products supplied in connections with or ancillary to the services described, including the Implementation Services.
Specific Change in Law	A Change in Law that relates specifically to the business of CCS and/or Clients which would not affect a Comparable Supply.
Sub-Contract	Any contract or agreement or proposed agreement between the Agency and a Sub-Contractor.
Sub-Contractor	Any person engaged by the Agency to provide to the Agency any part of the Services or any services necessary for the provision of the Services. For avoidance of doubt, the term Subcontractor does not include (i) any Media Owners, nor (ii) any intermediaries and other suppliers engaged by the Agency to assist in the completion of or provide services incidental, ancillary or supplemental to the Services, including but not limited to suppliers providing data, equipment, software or facilities shall not be considered a Subcontractor.
Sub-processor	any third party appointed to process Personal Data on behalf of the Agency related to this Framework Agreement and/or any Call-Off Contract
Taxable Amount:	Any foreign VAT/GST or similar indirect taxes charged to the UK Agency, acting as a principal, by either local Media Vendors or the Local Agency, should be included in the taxable amount for UK VAT purposes invoiced to the Advertiser.
Tender	The Invitation to Tender and the Agency's response to it.
Term	The duration of this Framework Agreement from the Appointment Date to the Expiry Date or earlier termination of this Framework Agreement.

Termination Notice	A written notice of termination given by one Party to the other, setting out the date on which it intends to terminate the Framework Agreement and why.
Third Party Costs	all third party costs incurred by the Agency on behalf of CCS or the Client in performing the Services, including Net Media Value, subject to CCS or the Client approving all such costs in advance in writing, including the cost of Media Placements purchased on behalf of CCS or the Client and which appear in accordance with the relevant plan for media placement.
Transparency Principles	The principles set out at www.gov.uk/government/publications/transparency-of-suppliers-and-government-to-the-public detailing the requirement for the proactive release of contract information under the Government's transparency commitment.
Transparency Reports	Information relating to the Services and performance of this Framework Agreement which the Agency is required to provide to CCS in accordance with its reporting requirements under this Framework Agreement.
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced.
UK Agency	The UK-based supplier teams for the RM6003 Media Buying Framework.
UK Client	The UK-based central or head office of the organisation buying media through the framework.
Unbilled Media	Amounts in respect of Media Placements for which the Client has paid the Agency or Agency Group in full, but where the relevant Media Owner has not invoiced the Agency or Agency Group within up to 18 months of the date of the invoice for the Media Placement in full or in part.
UK Tax or Local Market Tax ("Tax")	Tax means any sales, use, consumption, business, value added tax ("VAT"), custom, duty, goods and services tax ("GST"), digital services tax ("DST") which may be applicable on media campaigns. Unless the cumulative conditions for any Tax relief are met in a specific country, UK Agency or Local

	Agency will separately state any applicable Tax on a valid invoice according to applicable Tax laws.
Under Delivery	The Agency has not met the Performance Guarantee for a cost equal to or less than the Pricing Guarantee (excluding any 'package' discounts achieved through partnerships, sponsorships or similar) for that Performance Guarantee for a particular channel in any Pricing Year.
VAT	Value added tax in accordance with the provisions of the Value Added Tax Act 1994.
VAT/GST Recoverability	Irrespective of the VAT profile of the UK Agency or the advertiser, foreign or domestic VAT/GST may be irrecoverable due to (i) a legal restriction related to the nature of the service or the VAT/GST profile of the advertiser or (ii) no cross-border mechanism implemented in the country of refund to get the foreign VAT/GST back.
Viewable Impression	<p>A served ad impression where the ad was contained in the viewable space of the browser window, on an in-focus browser tab, with 100% Viewability and the following specific durations across the following digital advertising placements:</p> <p>a.) Display – 100% in view, for a minimum of 1 continuous second^{[L]_{SEP}}</p> <p>b.) Video (e.g. pre-roll) – 100% in view for half the duration of the ad (15 second cap, sound on)^{[L]_{SEP}}</p> <p>c.) In-feed Video in Social – 100% in view for half the duration of the ad (15 sec cap, no sound)</p> <p>The 'In-feed Video in Social' standard refers to video inventory bought on an impression basis across applicable social media platforms</p> <p>d.) Native/Outstream Video - 100% for half the duration of the ad (15 second cap, no sound)</p>
Working Day	Any day other than a Saturday, Sunday or public holiday in England and Wales.

2. INTERPRETATION

2.1 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:

- 2.1.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa
- 2.1.2 words importing the masculine include the feminine and the neuter and vice versa
- 2.1.3 the words 'include', 'includes' 'including' 'for example' and 'in particular' and words of similar effect will not limit the general effect of the words which precede them
- 2.1.4 references to any person will include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind
- 2.1.5 references to any statute, regulation or other similar instrument will be construed as a reference to the statute, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted
- 2.1.6 headings are included in this Framework Agreement for ease of reference only and will not affect the interpretation or construction of this Framework Agreement
- 2.1.7 references in this Framework Agreement to any "Section", "Clause" or "Framework Schedule" without further designation will be construed as a reference to the clause or sub-clause or schedule to this Framework Agreement so numbered
- 2.1.8 references in this Framework Agreement to any paragraph or sub-paragraph without further designation will be construed as a reference to the paragraph or sub-paragraph of the relevant framework schedule to this Framework Agreement so numbered
- 2.1.9 reference to a Clause is a reference to the whole of that clause unless stated otherwise
- 2.2 If there is any conflict between the requirements of this Framework Agreement and the terms and conditions of any Call-Off Contract, the conflict shall be resolved in accordance with the following order of precedence:
 - 2.2.1 this Framework Agreement
 - 2.2.2 the Letter of Appointment
 - 2.2.3 the Call-Off Terms and
 - 2.2.4 any other document referred to in the Call-Off Contract (not including this Framework Agreement).

FRAMEWORK SCHEDULE 2: KEY SUB-CONTRACTORS

1.1 The following Sub-Contractors shall be deemed Key Sub-Contractors for the purposes of this Framework Agreement.

Table of Sub-Contractors

Name	Registered Address	Trading Status	Company Registration Number
[TO BE ADDED ON AWARD]	[TO BE ADDED ON AWARD]	[TO BE ADDED ON AWARD]	[TO BE ADDED ON AWARD]
[TO BE ADDED ON AWARD]	[TO BE ADDED ON AWARD]	[TO BE ADDED ON AWARD]	[TO BE ADDED ON AWARD]

FRAMEWORK SCHEDULE 3: CHARGING STRUCTURE

FRAMEWORK SCHEDULE 3:

FRAMEWORK SCHEDULE 3 – PART A OVERVIEW

- 1.1 The Framework prices set out in this Schedule 3 will be used as the basis for the Charges (and are maximums that the Agency may charge) under each Call Off Contract; and cannot be increased except as in accordance with this Schedule.
- 1.2 This Schedule 3 to the Framework Agreement consists of 5 Parts, all of which applies to the Framework Agreement, but some of the relevant Parts will also become part of Call-Off Contracts made under the Framework Agreement, such that the relevant Parts will become part of the Charges section of the applicable Letter of Appointment to any given Call-Off Contract: applicability of this Schedule 3 to Call-Off Contracts shall be as follows:-
 - 1.2.1 **this Part A** gives an overview;
 - 1.2.2 **Part B** relates to the framework Management Charge and applies to all Call-Off Contracts under all Lots;
 - 1.2.3 **Part C** sets out (pursuant to Clause 3.12) the maximum prices FOR THE Charges to be offered to Clients for all Call-Off Contracts under Lots 1 and 3;
 - 1.2.4 **Part D** sets out (pursuant to Clause 3.12) the maximum prices for the Charges to be offered to Clients for all Call-Off Contracts under Lots 2 and 5, with some sections applying only to Lot 2; and
 - 1.2.5 **Part E** applies only to Call-Off Contracts under Lot 4.

FRAMEWORK SCHEDULE 3 – PART B:

MANAGEMENT CHARGES – ALL LOTS

1.1 Management Charges

1.1.1 The Management Charge is the amount payable by the Agency to CCS as set out in this Schedule 3, Part B (and following the process set out in Clause 6) comprising the CCS Management Charge and (where applicable) the GCS Management Charge.

1.1.2 The Management Charge shall apply as set out in 1.4: (i) for Lots 2, 4 and 5 to all Charges for the Services invoiced to Clients (net of VAT); and (ii) for Lots 1 and 3 to all Net Media Value; in each Month throughout the Term and thereafter until the expiry or earlier termination of all Call-Off Contracts entered into pursuant to this Framework Agreement.

1.2 The CCS Management Charge will apply in the following way:

[DRAFTING NOTE – DELETE SECTIONS WHICH DO NOT APPLY]

Lots 1 and 3

1.2.1 Clients using Lot 1 and Lot 3 of this framework are required to pay a CCS Management charge of 1% of the Net Media Value. The charge is payable by the Client (through the Agency appointed to Lot 1).

1.2.2 The 1% management charge shall be collected by the Agency appointed under Lot 1 from the Client (in relation to both Lot 1 and Lot 3 Net Media Value) on behalf of CCS through the Agency applying this charge to the Framework Commission which is defined in Part C below and is applied to the Net Media Value for all Clients by the Agency appointed under Lot 1.

1.2.3 . The Agency appointed under Lot 1 and the Agency appointed under Lot 3 may come to alternative arrangements as to how the CCS Management Charge is to be issued to CCS. No such arrangement shall vary the value or obligation to pay the charge to CCS in any way. CCS must have full visibility of any alternative arrangements.

Lots 2 and 5

1.2.4 Agencies awarded under Lot 2 and 5 of this framework are required to pay a CCS Management on all Charges for Services invoiced to Clients. This will be charged at 1%. This charge is in consideration of the management and administration of this Framework Agreement. The Agency shall not pass this charge through to the Client.

Lot 4

- 1.2.5 Agencies awarded under Lot 4 of the framework agreement are required to pay a CCS Management for all retained share of revenue. This charge is in consideration of the management and administration of this Framework Agreement. The Agency shall not pass this charge through to the Client

GCS Management Charge and Framework Commission

- 1.3 in addition to the CCS Management Charge, Government clients using this framework are required to pay a management charge of 1% of the net contract value excluding VAT and any separate agency costs, such as production, technical costs and verification. The charge is payable by the Client (through the Agency) as a set contribution from all Government communications expenditure through this framework that effectively funds the cross government profession, Government Communication Service (GCS). The 1% management charge shall be collected by the Agency on behalf of GCS through the Agency adding this charge to the net total of their charges for all Deliverables invoiced to such Clients.
- 1.4 The Agency appointed under Lot 1 will apply a Framework Commission (which is defined in Part C below) to all Net Media Value (in relation to both Lot 1 and Lot 3 Net Media Value). The Framework Commission is inclusive of the GCS Management Charge.
- 1.5 The Agency appointed under Lot 1 will collect the GCS Management Charge on behalf of the Agency appointed under Lot 3. The Agency appointed under Lot 1 and the Agency awarded under Lot 3 may come to alternative arrangements on how the GCS Management Charge is to be issued to CCS, no such arrangement shall vary the charge in anyway.
- 1.6 The GCS Management Charge is not payable by 'wider public sector' organisations nor does it apply under Lot 4. CCS must have full visibility of any alternative arrangements.

FRAMEWORK SCHEDULE 3 – PART C

CHARGING STRUCTURE – LOTS 1 AND 3

1 APPLICABLE CHARGES MECHANISM

- 1.1 The desired commercial approach for this service is full transparency from the Agency of the ongoing cost to provide the services and the Agency's profit markup. Where the cost of the services increase the expectation is that the Agency is suitably remunerated for that increase. The costs are considered to be accurate and fully auditable and where the agency is found to have misrepresented these amounts this will be considered a serious breach of contract.
- 1.2 The commercial model can be funded in one of two ways and is confirmed in the relevant Letter of Appointment (in the Charges section).

[DRAFTING NOTE – INDICATE WHICH SECTION APPLIES &/OR DELETE NON-APPLICABLE OPTION]

<p>OPTION A</p>	<p>A Framework Commission on Net Media Value. The Framework Commission to be charged shall be determined by the forecasted media spend for the year ahead in accordance with the appointed Agency's bid submission (details being to be set out in the relevant Letter of Appointment) ("Framework Commission").</p> <p>The Framework Commission must be sufficient to cover the agency costs and profit markup for the year ahead and agreed in line with the annual review of the scope of work.</p> <p>The Agency will collect this amount plus a Contingency amount of 0.05%, the CCS Management Charge and (where applicable) the GCS Management Charge on an ongoing basis the amounts shall be tracked monthly and reconciled quarterly. The Agency will also submit costed FTE timesheet on a quarterly basis.</p> <p>Ordinarily this commission should only change on an annual basis. The commission will take into consideration any deficit from the previous year(s). The commission can take into consideration any surplus from the previous year(s), this is to be determined by CCS/GCS.</p>
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OPTION B	The total agency agreed upon cost and profit markup and a contingency amount can also be funded centrally by a central body or Client with a Call Off contract in place under the either Lot 1 or Lot 3 of the Framework Agreement. Any discount shall be applied in accordance with the appointed Agency's bid submission (Cell G13 of the Submission Overview in the Commercial Pricing Grid).
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- 1.3 Whichever Option is chosen by CCS/GCS (in its sole discretion), the following additional provisions shall apply:
- 1.3.1 The Agency profit markup is expected to remain in line with the profit markup submitted by the Agency in its bid submission. CCS/GCS may increase the Agency's profit markup beyond that amount for what CCS/GCS determines to be outstanding delivery of added value benefits.
 - 1.3.2 For Year 1 of the contract the entries in the agency's pricing submission shall form the basis of either of the above models.
 - 1.3.3 No other costs will be deemed chargeable and any additional cost must be disclosed and approved by CCS or GCS before they can be charged.
 - 1.3.4 The Agency will collect the CCS Management Charge of 1% on net media.
 - 1.3.5 The agency will collect the GCS Management Charge of 1% on Net Media Value which will only apply to Central Government clients using the Framework Agreement.
 - 1.3.6 Both the CCS Management Charge and the GCS Management Charge are to be paid to CCS.
- 1.4 Unless otherwise approved by the Client, or set out in a Brief, all Third Party Costs shall be charged to the Client at net cost without any mark up.
- 1.5 Where a Brief is agreed in addition to an annual scope of work, notwithstanding any other provision of this Framework Agreement and/or a Call-Off Contract, the Client shall not be obliged to pay the Charges (Fees, Expenses and Third Party Costs) relating to that Brief and the Agency shall not be obliged to supply any Services for a Brief until each party has signed the applicable Brief or the scope of work has otherwise been agreed in writing. Where relevant, the Agency shall not be obliged to supply any Services for a Brief until the Client has supplied a valid purchase order number for those Services.
- 1.6 In consideration of the Agency providing the Services set out in an annual scope of work and any Brief, the Client shall pay the Agency the Charges which

- shall be payable in accordance with the Framework Agreement and/or the relevant Call-Off Contract.
- 1.7 The Charges (Fees, Expenses and Third Party Costs) will be invoiced in accordance with the payment terms set out in the applicable Brief and shall be payable in accordance with the relevant Call-Off Contract.
- 1.8 All sums stated in this Framework Agreement, a Call-Off Contract or in any Brief, quotation or estimate exclude VAT and any other applicable sales tax (unless otherwise stated) which shall also be payable by the Client at the rate prevailing from time to time where applicable. The Agency shall comply with all applicable HMRC and tax guidance and rules in respect of the payment or otherwise of VAT (or applicable sales taxes) by the Client.
- 1.9 The terms of remuneration set out in this Framework Agreement do not cover the performance of services which are outside of a Brief nor do they cover the performance of services outside the Territory. If any such services are required the terms relating to their provision together with the applicable charges will be agreed in writing by the parties. CCS shall be made aware of all such agreements
- 1.10 In the event that the Client fails to make any payment in full when due to the Agency under the relevant Call-Off Contract, then without prejudice to its other rights and remedies under or in connection with this Framework Agreement, any Call-Off Contract or otherwise in law, the Agency shall be entitled to charge the Client interest on such overdue sum at the rate of 2% above the base rate of HSBC in force from time to time calculated from the due date up to the date of payment, provided that:
- 1.10.1 such interest is claimed at the time of claiming any outstanding amount from the Client;
- 1.10.2 the Agency shall not be entitled to claim interest for late payment after the Client has settled any outstanding amounts due; and
- 1.10.3 the Agency shall not be entitled to set off any claim for interest against any other payments payable by the Agency to the Client.
- 1.11 The Client reserves the right to withhold payment of any invoice or part of an invoice where the Client (acting reasonably and in good faith) has a bona fide reason to challenge the validity or accuracy of such invoice. On receipt of any such invoice the Client shall:
- 1.11.1 immediately notify the Agency in writing of the reason for such withholding;
- 1.11.2 pay the undisputed part of such invoice in accordance with the relevant Call-Off Contract; and
- 1.11.3 work promptly and in good faith with the Agency to resolve any such dispute over the relevant invoice.
- 1.12 If any payment of the Charges, Commission, Expenses or Third Party Costs is subject to tax (whether by way of direct assessment or withholding at its source), the Agency shall be entitled to receive from the Client such amounts as shall ensure that the net receipt to the Agency of the Charges, Fees,

Commission, Expenses and Third Party Costs after tax in respect of the payment is the same as it would have been were the payment not subject to such tax.

- 1.13 Where a surcharge is levied by a supplier against the Agency due to late payment and this results from late payment by the Client, the Client shall immediately reimburse to the Agency the amount of such surcharge, together with any accrued interest charged by the supplier in respect of the overdue amount.
- 1.14 Media grids will cover a proportion of the known Client requirements. However, over time the Client expects that new suppliers, formats or buy types that Government have not purchased previously will appear. The expectation is that the Agency will deliver 'market leading' rates. Any such new rates may be agreed in conjunction with an independent third party (including but not limited to an Auditor) and reviewed through an audit.
- 1.15 Each party shall pay all monies which are payable by it to the other without any right of set off, abatement or withholding in respect of monies which are due to it or alleged to be due to it from the other party.
- 1.16 For the avoidance of doubt, the Agency shall not receive any income, other than the Charges, Expenses or third party costs, stated above, as a direct or indirect result of the Client's spend during the Term.
- 1.17 Notwithstanding any provisions in this Framework Agreement, a Call-Off Contract or the applicable Brief, other than in any territory where the Agency is expressly prohibited by relevant law or regulation from imposing obligations on media vendors to issue invoices within twelve (12) months of the date on which media ran and Agency has notified the Client in advance in writing of this fact, in the event that the Agency issues an invoice and the Client receives such invoice more than twelve (12) months from the date the Agency completed the relevant Services under the invoice, the Agency shall be deemed to have waived its rights to receive payment for such Services and the Client shall be entitled not to make payment for such Services. This provision shall not apply in respect of any invoice which is the subject of a dispute between the Agency and a media vendor and the Agency has notified the Client in advance in writing of such dispute, or where the Client has agreed to later invoicing or where the delay is caused by any other factor beyond the Agency's reasonable control and which has been notified to the Client in advance of such twelve (12) month time limit.

2. REBATES & AVBs

- 2.1 The Agency must provide the Client on an half year basis (during the Term and for eighteen (18) months thereafter) with full and accurate reports of:
 - (a) each media channel and standard terms of payment (before any AVBs have been applied) applicable for any relevant type of Media Placement);
 - (b) any actions that are required in order for the AVBs to accrue;

- (c) the total of any Direct AVBs; and
 - (d) the total of any Client AVBs.
- 2.2 In respect of each media channel, the Agency must provide to the Client in writing the amount of all of the AVBs received by the Agency Group in respect of the Client wherever or however accrued by the Agency or the Agency Group and, whether such AVBs are reflected in the amount invoiced by the Media Owner or subsequently provided directly or indirectly to any member of the Agency Group.
- 2.3 It is the intention that the Client will receive the AVBs in the same form as they are received by the Agency but the Client shall inform the Agency as to how it wishes the AVBs to be passed back (such as by way of credit note issued against old invoices, credit note against future Media Placements, or invoiced for payment by the Agency). Where AVBs are to be paid back to the Client, the Agency shall pay such sums to the Client within 6 months of the end of the calendar year in which the relevant AVB(s) was generated and any reconciliation of full payment of accrued AVB(s) within 9 months of the end of the relevant calendar year.
- 2.4 The Agency will take all reasonable steps to pursue Media Owners for any AVBs owed by them to the Agency or Agency Group or the Client.
- 2.5 All AVBS must be returned to Client. The Client will refer to all information sources available to validate AVB returns including consultation with any and all internal and external third parties. CCS will also consider AVB returns in light of media price performance versus contract and media price performance versus the market.
- 2.6 The Agency will provide the Client details of and any rebates and/or benefits received in respect of the following types of Agency rebate so as to ensure that the Client receives the rebates and/or benefits to which it is entitled:
 - 2.6.1 Cash – cash/benefit rebates received by the Agency and/or the Agency Group from Media Owners or otherwise in respect of Media Placements and/or the provision of the Services shall be notified to the Client and paid or provided to the Client in proportion to the Client's spend with each Media Owner providing such cash or benefit to the Agency and/or Agency Group;
 - 2.6.2 Value pot – a non-specific value pot which forms part of an arrangement which the Agency and/or the Agency Group has in respect of the delivery of the Services to the Client deal and which can be used by the Agency on behalf of the Client to deliver Client contracted pricing/value;

- 2.6.3 Free space – any specific Client volume of activity generating related free space in respect of the Media Owners and Media Placements shall be credited to the same Client who has accrued the free space.

3. UNBILLED MEDIA

- 3.1 The Agency will reimburse to the Client any and all Unbilled Media arising on the terms set out in this paragraph 3.
- 3.2 The Agency will calculate and report to the Client any Unbilled Media arising on an annual basis (by no later than 31 December in each calendar year related to Unbilled Media arising in the previous calendar year). The Agency will pay back such Unbilled Media by no later than 1 July in the following calendar year.
- 3.3 Where Agency passes back Unbilled Media to the Client and the Agency subsequently receives (within the relevant statutory limitation period) a valid Media Placement invoice from the Media Owner relating to the value of the Media Placement which has been returned to the Client as Unbilled Media, the Client will be liable to pay back the same to the Agency on the payment terms set out in this Framework Agreement. For the avoidance of doubt, the Agency shall provide to the Client access to the Agency's complete unbilled media report for the entire Term, including access to Unbilled Media reports between the Agency Group and their vendors.

4. COMPETITIVE PRICING - INFLATION/DEFLATION COMMITMENTS

- 4.1 The Agency has committed to guaranteed and maximum fixed costs for each media in the media grids and such costs shall apply for Pricing Year 1.
- 4.2 For each of Pricing Years 2-4 the Agency has committed to a mechanism set out in this paragraph 4 in order to mitigate against market inflation and deflation in respect of each media channel/type.
- 4.3 Prior to the start of each of Pricing Years 2, 3 and 4, the Agency shall commit to CCS the following:
- 4.3.1 **"Market Inflation/Deflation" ("M")** being the Agency's forecast market inflation and deflation percentage points by media channel/type based on CCS and Client investment patterns. The Agency shall provide market data to support its assessment of its committed inflation and deflation percentage points and CCS reserves the right for its Auditors to validate such assessment and market data; and
- 4.3.2 **"CCS Specific Inflation/Deflation Commitment" ("C")** its CCS specific inflation and deflation commitment in percentage points for the coming Pricing Year, representing the percentage which the Agency commits to reduce any inflationary prices of media and increase any deflationary prices of media as a result of CCS and Client's buying such media in the applicable channel/types. The CCS specific inflation and deflation mitigation percentage points shall be no for the next Pricing Year as compared in the previous Pricing Year.
- 4.4 When calculating the cost of media by channel/type, the Agency shall use the following formulas:

Inflation: $M - C = P$

Deflation: $M + C = P$ (also expressed as minus figures)

- 4.5 For the purposes of the formulas above, "P" = the inflation/deflation percentage points applied for the applicable Pricing Year expressed as percentage points reductions or increases, rather than an overall percentage reduction or increase.
- 4.6 For example (for reference only):
- 4.6.1 **Inflation** - the market inflation ("M") is 5% and the Agency commitment ("C") is 2% therefore the percentage points applied for inflation for the applicable Pricing Year is 3%. E.g. $5\% - 2\% = 3\%$. The Agency will therefore not apply any greater inflationary increase to any media channels above 3%
- 4.6.2 **Deflation** – the market deflation ("M") is 2% (i.e. expressed as -2%) and the Agency commitment ("C") is 3% (i.e. expressed as -3%) therefore the percentage points applied for deflation for the applicable Pricing Year is 5% (expressed as -5%) thereby giving CCS and Clients an improved level of deflation versus the Agency market estimate. E.g. $-2\% + -3\% = -5\%$ or $2\% + 3\% = 5\%$.
- 4.7 CCS and/or the Client may employ an Auditor at any time to validate the market assessments and commitments made by the Agency and validate the application of the correct inflation and deflation percentages per media channel/type.

5. PRICING GRIDS

- 9.1 Pricing grids assume all media is planned and bought by the Agency. If any historical deals are in place that affect the Agency's ability to deliver the commitments those elements would be excluded from the calculations. Any restricted campaigns preventing full access to stations, daypart etc. should also be excluded from the performance. The costs will be rolled up for each period across all months and channels to determine one overall network price commitment.
- 9.2 Pricing is based on the plans and parameters set out in the templates. Should these plans or parameters change from the brief then the pricing will be recalibrated accordingly using transparent normalisation factors agreed with the Client and Auditor.
- 9.3 If the Client significantly deviates from Agency best practice guidelines for briefing and booking deadlines, or there are significant changes in the media market e.g. in the form of media sales representation and/or policies, legislation, audience measurement/sizes or extraordinary events (e.g. natural disaster, terrorism), the cost commitments will be recalibrated accordingly in good faith.
- 9.4 Formats are standard advertising formats and as such the price commitments relate only to spend in the traditional ad formats (not sponsorships unless

otherwise mentioned, creative ad formats, one-offs and events, or the like not generally considered standard formats).

- 9.5 Pricing estimations require annual commitments with media owners. Therefore, the Agency requires the according budgets / relevant information in due time to conduct negotiations and close annual commitments. Prices are based on both Client and Agency commitments.

10. INTERNATIONAL BILLING

- 10.1 The currency in which international media activity should be invoiced in, is to be agreed between the Agency and the Client at call off level prior to the start of campaign activity. The agreed option should be referenced in the Letter of Appointment within the 'International Billing Option' section.
- 10.2 The invoicing options available to Clients for international media activity are set out at 6.4. Every Client will have option 1 as a default option, the Client can then choose 1 other invoicing option from options 2-5. Any additional option choice will not be possible unless otherwise agreed by exception with the UK Agency.
- 10.2.1 The Clients selected option (2–5) will be applied to all future transactions for the duration of their call off contract, and can not be varied on a campaign-by-campaign basis. At the time of the process selection, the Client will also need to specify which billing address they wish to use for invoicing.
- 10.2.2 Option 1 will apply for any campaigns that require activation in a country where there is no Local Agency office. If the Client purchases media in a mix of countries some with and some without Local Agency offices those with a Local Agency office, will follow their chosen invoicing process (2-5). Markets without a Local Agency office will default to option 1.
- 10.2.3 If the Client purchases media in a country with a Restricted Currency
- (a) If there **is no Local Agency office** in that market, the Client will default to Option 1, with the following amendments:
 - The Client will not have the option to be invoiced in local currency – invoice and payment will be in GBP.
 - Any exchange rate delta will be mitigated by the Client.
 - (b) If there **is a Local Agency office** in that market, the Client will follow their standard agreed process (options 2-5), with the following amendments:
 - If the Client uses options 2 or 3a:

They will be invoiced by the UK Agency, but will not have the option to be invoiced in local currency – invoice and payment will be in GBP

Any exchange rate delta will be mitigated by the Client

- If the Client uses options 3b, 4 or 5:

They will be invoiced by the Local Agency office and can agree with the Local Agency office whether this will be invoiced in Restricted Currency or GBP.

Any exchange rate delta will be mitigated by the Client.

10.3 Clients should take in to account the ability of their organisations internal processes and systems ability to facilitate the options given, alongside the below considerations:

10.3.1 Logistical/marketing factors, such as the Local Client offices involvement in leading the briefing/delivery of marketing communications.

10.3.2 Financial & tax factors, such as how the Client issues POs/receive invoices, if Local Client offices are capable of receiving/paying invoices.

10.3.3 The positive or negative delta between the currency exchange rate, at point of purchase order to point of invoice (FX Mitigation).

10.3.4 Double taxation where both local market tax and UK tax being liable, with one or both being non-recoverable, thus reducing net media buying budget available for the campaign (VAT/GST Recoverability).

10.4 International Client Invoicing Options

Option 1 - UK Client to UK Agency (Default Option for all Clients)					
UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Managing	Input to UK Client	UK Client	Managing	No	UK Agency
GBP	Local currency	MI Reporting	FX Mitigation	UK Tax (UK Agency invoice)	Local Tax
Option	Option	Monthly	Client to mitigate	Yes	Yes, and irrecoverable if applied

Option 2 - UK Client to Local Agency, passed through UK Agency (acting as a principal)					
UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Managing (or input to Local Client)	Input to UK Client (or managing)	UK Client	When Client can only transact with UK entity . No media services provided by UK Agency - ONLY replicating & passing through invoices to Client, with the sole inclusion of the GCS levy	Managing	UK Agency
GBP	Local currency	MI Reporting	FX Mitigation	UK Tax (UK Agency invoice)	Local Tax

Option	Option	Monthly	Client to mitigate	Yes (UK Agency acting as a principal)	Yes, and irrecoverable if applied
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Option 3a - UK Client to UK Agency, requiring input from Local Agency					
UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Managing	Input to UK client	UK Client	Coordinating	Activating	UK Agency
GBP	Local currency	MI Reporting	FX Mitigation	UK Tax (UK Agency invoice)	Local Tax
Option	Option	Monthly	Client to mitigate	Yes	Yes, and irrecoverable if applied

Option 3b - UK Client to UK Agency, requiring input from Local Agency					
UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Managing	Input to UK client	UK Client	Coordinating	Activating	Local Agency
GBP	Local currency	MI Reporting	FX Mitigation	UK Tax (UK Agency invoice)	Local Tax
Option	Option	Quarterly	Client to mitigate	No	Yes, and irrecoverable if applied

Option 4 - UK Client to Local Agency

UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Managing (or input to Local Client)	Input to UK Client (or managing)	UK Client	No	Managing	Local Agency
GBP	Local currency	MI Reporting	FX Mitigation	UK Tax (UK Agency invoice)	Local Tax
No	Yes	Quarterly	N/A	No	Yes, and irrecoverable if applied

Option 5 - Local Client to local Agency					
UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Input to Local Client	Managing	Local Client	No	Managing	Local Agency
GBP	Local currency	MI Reporting	FX Mitigation	UK Tax (UK Agency invoice)	Local Tax
No	Yes	Quarterly	N/A	No	Yes

FRAMEWORK SCHEDULE 3 – PART D

CHARGING STRUCTURE – LOTS 2 AND 5

1. APPLICABLE PRICING MECHANISM

- 1.1 The Agency will invoice the Client in respect of all Fees, Expenses and Third Party Costs.
- 1.2 The Agency's Fees shall be on the basis of:
 - (a) For both Lots 2 and 5 "**Time and Materials**" shall apply and the provisions of Paragraph 2 shall apply; and
 - (b) for Lot 2 only "**Agency Commission**" shall apply in addition as set out in Paragraph 3 below.

2 TIME AND MATERIALS CHARGES

- 2.1 Where services are supplied by Agency personnel under the applicable Call-Off Contract then Charges for this work shall be calculated by reference to a Time and Materials pricing mechanism:
 - (a) the pricing mechanism will be based on the Agency charging for Agency personnel time, with a maximum daily rate for each specified grade.
 - (b) the day rates set out in Table 1 of Annex 1 shall be used to calculate the relevant Charges, provided that the Supplier (or its Sub-contractor) shall:
 - (a) not be entitled to include any uplift for risks or contingencies within its day rates;
 - (b) only be entitled to be paid Charges that have been properly and reasonably incurred, taking into account the Supplier's obligation to deliver the Services in a proportionate and efficient manner; and
 - (c) the Supplier shall keep records of hours properly worked by Supplier Personnel (in the form of timesheets) and expenses incurred and submit a summary of the relevant records with each invoice. If the Authority requests copies of such records, the Supplier shall make them available to the Authority within 10 Working Days of the Authority's request.
- 2.2 The Supplier shall not be entitled to increase the rates set out in Table 1 of Annex 1 which shall not be subject to Indexation.

- 2.3 Except as expressly set out in this section or the Letter of Appointment, the rates shall be exclusive of expenses/ travel and subsistence relating to the provision of deliverables. These will be invoiced to the Buyer on a separate line to the core service for transparency purposes and reported as a separate line on the CCS MI Report. There should only be one line, which covers all Buyer expenses/ travel and subsistence in a month. This should work in conjunction with the Client's requirements as stated in a Call Off Order Form. The expenses/ travel and subsistence costs are exclusive of costs incurred prior to the commencement of any Call Off Contract, for which the Client will not be liable.

3 AGENCY COMMISSION

- 3.1 In addition to the applicable Time and materials Charges, "Agency Commission" shall be payable as part of the Charges by the Agency.
- 3.2 "Agency Commission" shall be calculated at the applicable rate set out in the table in Annex 2 below against the applicable Net Media Value [before deduction of AVBs and Unbilled Media].

4 GENERAL PROVISIONS

- 4.1 Unless otherwise approved by the Client, or set out in a Brief, all Third Party Costs shall be charged to the Client at net cost without any mark up.
- 4.2 Where a Brief is agreed in addition to an annual scope of work, notwithstanding any other provision of this Framework Agreement and/or a Call-Off Contract, the Client shall not be obliged to pay the Charges (Fees, Expenses and Third Party Costs) relating to that Brief and the Agency shall not be obliged to supply any Services for a Brief until each party has signed the applicable Brief or the scope of work has otherwise been agreed in writing. Where relevant, the Agency shall not be obliged to supply any Services for a Brief until the Client has supplied a valid purchase order number for those Services.
- 4.3 In consideration of the Agency providing the Services set out in an annual scope of work and any Brief, the Client shall pay the Agency the Charges which shall be payable in accordance with the Framework Agreement and/or the relevant Call-Off Contract.
- 4.4 The Charges (Fees, Expenses and Third Party Costs) will be invoiced in accordance with the payment terms set out in the applicable Brief and shall be payable in accordance with the relevant Call-Off Contract.
- 4.5 All sums stated in this Framework Agreement, a Call-Off Contract or in any Brief, quotation or estimate exclude VAT and any other applicable sales tax (unless otherwise stated) which shall also be payable by the Client at the rate prevailing from time to time where applicable. The Agency shall comply with all applicable HMRC and tax guidance and rules in respect of the payment or otherwise of VAT (or applicable sales taxes) by the Client.

- 4.6 The terms of remuneration set out in this Framework Agreement do not cover the performance of services which are outside of a Brief nor do they cover the performance of services outside the Territory. If any such services are required the terms relating to their provision together with the applicable charges will be agreed in writing by the parties.
- 4.7 In the event that the Client fails to make any payment in full when due to the Agency under the relevant Call-Off Contract, then without prejudice to its other rights and remedies under or in connection with this Framework Agreement, any Call-Off Contract or otherwise in law, the Agency shall be entitled to charge the Client interest on such overdue sum at the rate of 2% above the base rate of HSBC in force from time to time calculated from the due date up to the date of payment, provided that:
- (a) such interest is claimed at the time of claiming any outstanding amount from the Client;
 - (b) the Agency shall not be entitled to claim interest for late payment after the Client has settled any outstanding amounts due; and
 - (c) the Agency shall not be entitled to set off any claim for interest against any other payments payable by the Agency to the Client.
- 4.8 The Client reserves the right to withhold payment of any invoice or part of an invoice where the Client (acting reasonably and in good faith) has a bona fide reason to challenge the validity or accuracy of such invoice. On receipt of any such invoice the Client shall:
- (a) immediately notify the Agency in writing of the reason for such withholding;
 - (b) pay the undisputed part of such invoice in accordance with the relevant Call-Off Contract; and
 - (c) work promptly and in good faith with the Agency to resolve any such dispute over the relevant invoice.
- 4.9 If any payment of the Charges, Commission, Expenses or Third Party Costs is subject to tax (whether by way of direct assessment or withholding at its source), the Agency shall be entitled to receive from the Client such amounts as shall ensure that the net receipt to the Agency of the Charges, Fees, Commission, Expenses and Third Party Costs after tax in respect of the payment is the same as it would have been were the payment not subject to such tax.
- 4.10 Where a surcharge is levied by a supplier against the Agency due to late payment and this results from late payment by the Client, the Client shall immediately reimburse to the Agency the amount of such surcharge, together with any accrued interest charged by the supplier in respect of the overdue amount.

- 4.11 Media grids shall be submitted as required during any further competition process and will cover a proportion of the known Client requirements. However, over time the Client expects that new suppliers, formats or buy types that Clients have not purchased previously will appear. The expectation is that the Agency will deliver 'market leading' rates. Any such new rates may be agreed in conjunction with an independent third party (including but not limited to an Auditor) and reviewed through an audit.
- 4.12 Each party shall pay all monies which are payable by it to the other without any right of set off, abatement or withholding in respect of monies which are due to it or alleged to be due to it from the other party.
- 4.13 For the avoidance of doubt, the Agency shall not receive any income, other than the Charges, Expenses or third party costs, stated above, as a direct or indirect result of the Client's spend during the Term.
- 4.14 Notwithstanding any provisions in this Framework Agreement, a Call-Off Contract or the applicable Brief, other than in any territory where the Agency is expressly prohibited by relevant law or regulation from imposing obligations on media vendors to issue invoices within twelve (12) months of the date on which media ran and Agency has notified the Client in advance in writing of this fact, in the event that the Agency issues an invoice and the Client receives such invoice more than twelve (12) months from the date the Agency completed the relevant Services under the invoice, the Agency shall be deemed to have waived its rights to receive payment for such Services and the Client shall be entitled not to make payment for such Services. This provision shall not apply in respect of any invoice which is the subject of a dispute between the Agency and a media vendor and the Agency has notified the Client in advance in writing of such dispute, or where the Client has agreed to later invoicing or where the delay is caused by any other factor beyond the Agency's reasonable control and which has been notified to the Client in advance of such twelve (12) month time limit.

5 REBATES & AVBs (Lot 2 only)

- 5.1 In relation to Lot 2 only, the Agency must provide the Client on an half year basis (during the Term and for eighteen (18) months thereafter) with full and accurate reports of:
 - (a) each media channel and standard terms of payment (before any AVBs have been applied) applicable for any relevant type of Media Placement);
 - (b) any actions that are required in order for the AVBs to accrue;
 - (c) the total of any Direct AVBs; and
 - (d) the total of any Client AVBs.

- 5.2 In respect of each media channel, the Agency must provide to the Client in writing the amount of all of the AVBs received by the Agency Group in respect of the Client wherever or however accrued by the Agency or the Agency Group and, whether such AVBs are reflected in the amount invoiced by the Media Owner or subsequently provided directly or indirectly to any member of the Agency Group.
- 5.3 It is the intention that the Client will receive the AVBs in the same form as they are received by the Agency but the Client shall inform the Agency as to how it wishes the AVBs to be passed back (such as by way of credit note issued against old invoices, credit note against future Media Placements, or invoiced for payment by the Agency). Where AVBs are to be paid back to the Client, the Agency shall pay such sums to the Client within 6 months of the end of the calendar year in which the relevant AVB(s) was generated and any reconciliation of full payment of accrued AVB(s) within 9 months of the end of the relevant calendar year.
- 5.4 The Agency will take all reasonable steps to pursue Media Owners for any AVBs owed by them to the Agency or Agency Group or the Client.
- 5.5 All AVBS must be returned to Client. The Client will refer to all information sources available to validate AVB returns including consultation with any and all internal and external third parties. CCS will also consider AVB returns in light of media price performance versus contract and media price performance versus the market.
- 5.6 The Agency will provide the Client details of and any rebates and/or benefits received in respect of the following types of Agency rebate so as to ensure that the Client receives the rebates and/or benefits to which it is entitled:
- 5.7 Cash – cash/benefit rebates received by the Agency and/or the Agency Group from Media Owners or otherwise in respect of Media Placements and/or the provision of the Services shall be notified to the Client and paid or provided to the Client in proportion to the Client's spend with each Media Owner providing such cash or benefit to the Agency and/or Agency Group;
- 5.8 Value pot – a non-specific value pot which forms part of an arrangement which the Agency and/or the Agency Group has in respect of the delivery of the Services to the Client deal and which can be used by the Agency on behalf of the Client to deliver Client contracted pricing/value;
- 5.9 Free space – any specific Client volume of activity generating related free space in respect of the Media Owners and Media Placements shall be credited to the same Client who has accrued the free space.

ANNEX 1**SUPPLIER PERSONNEL RATE CARD FOR CALCULATION OF TIME AND MATERIALS CHARGES**

[DRAFTING NOTE: EITHER EMBED HERE APPLICABLE AGENCY PRICING MATRIX SUBMISSION OR TRANSPOSE CONTENT INTO TABULAR FORMAT SUCH AS EXAMPLE BELOW]

Staff Grade – Level of seniority	Description	Day Rate (£)

ANNEX 2**APPLICABLE COMMISSION RATES FOR CALCULATION OF AGENCY COMMISSION**

[DRAFTING NOTE: EITHER EMBED HERE APPLICABLE COMMISSION MATRIX SUBMISSION OR TRANSPOSE CONTENT INTO TABULAR FORMAT]

FRAMEWORK SCHEDULE 3 – PART D

CHARGING STRUCTURE – LOT 4

[TO BE COMPLETED BASED ON AGENCY'S ACCEPTED RESPONSE AS TO CHARGES]

FRAMEWORK SCHEDULE 4B: LETTER OF APPOINTMENT AND CALL-OFF TERMS

Part 1: Letter of Appointment

[TO INSERT ONCE FINALISED]

ANNEX A

Client Brief

The format of the Brief is as set out in the Call-Off Contract template.

ANNEX B

Agency Proposal

To be used when framework is live

Part 2: Call-Off Terms (Lots 1, 2, 3, and 5)

To be used when framework is live

Part 3: Call-Off Terms (Lot 4 only)

To be used when framework is live

FRAMEWORK SCHEDULE 5: MI REPORTING TEMPLATE

The MI Collection team in Data Insights create MI Templates. A minimum standard template is embedded below.

Contact: <https://www.reportmi.crowncommercial.gov.uk/>



RM6123 Media
Service MI Template

FRAMEWORK SCHEDULE 6: ANNUAL SELF-AUDIT CERTIFICATE

[Agency guidance: You must ensure that this this annual certificate is completed and sent to the CCS Authorised Representative at the end of each Contract Year]

In accordance with Clause 6 (Record keeping and reporting) of the Framework Contract Media Services Framework Ref: RM6123 entered into on **[Insert]** Framework Start Date dd/mm/yyyy] between **[Insert]** Agency name] and CCS, we confirm the following:

1. In our opinion based on the testing undertaken **[Insert]** Agency name] is successfully identifying, recording and reporting on Framework Contract activity.
2. We have tested a sample of 20 Orders and related invoices during our audit for the Contract Year ending **[Insert]** dd/mm/yyyy] and confirm that they are correct and in accordance with the Framework Contract.
3. We have tested a sample of 15 Orders and related invoices:
 - for the same or similar Deliverables
 - for the UK public sector
 - not supplied under the Framework Contract
 - during our audit for the Contract Year ending **[Insert]** dd/mm/yyyy]We confirm that the Orders and invoices have been procured under an appropriate and legitimate procurement route and could not have been procured under the Framework Contract.
4. We attach an audit report which details:
 - the methodology used of the review
 - the sampling techniques applied
 - details of any issues identified
 - remedial action taken

Name:.....

Signed:.....

[Head of Internal Audit/ Finance Director/ External Audit firm]

Date:.....

Professional Qualification held by Signatory:.....

FRAMEWORK SCHEDULE 7: COMMERCIALLY SENSITIVE INFORMATION**1. Introduction**

- 1.1 In this Schedule the Parties have sought to identify the Agency Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to CCS's obligation to disclose Information in accordance with FOIA, CCS will, acting reasonably but in its sole discretion, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	[REDACTED]	Pricing Confirmation	10 Years
2	[REDACTED]	Any information relating to agency clients	10 Years
3	[REDACTED]	Any information written for the purpose of the bid contained within the submission	10 Years
4	[REDACTED]	[Other: AGENCY TO SUGGEST]	10 Years

FRAMEWORK SCHEDULE 8: FRAMEWORK MANAGEMENT

1. DEFINITIONS

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Agency Framework Manager"	has the meaning given to it in Paragraph 3.1 of this Schedule; and
"Agency Review Meetings"	has the meaning given to it in Paragraph 3.9 of this Schedule.

2. HOW CCS AND THE AGENCY WILL WORK TOGETHER

- 2.1 The successful delivery of this Contract will rely on the ability of the Agency and CCS to develop a strategic relationship immediately following the conclusion of this Contract and maintaining this relationship throughout the Framework Contract Period.
- 2.2 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Agency and CCS.
- 2.3 All procedures, processes, restrictions and rules relating to the management of this Framework Agreement which shall apply to the Agency shall be managed by CCS, and shall require written approval from CCS. No Client or group of Clients, nor any other customers, shall be capable of providing such approval.
- 2.4 This Schedule outlines the general structures and management activities that the Parties shall follow during the Framework Period.

3. FRAMEWORK MANAGEMENT

Framework Management Structure

- 3.1 The Agency shall provide a suitably qualified nominated contact (the **"Agency Framework Manager"**) who will take overall responsibility for delivering the Goods and/or Services required within this Contract, as well as a suitably qualified deputy to act in their absence.
- 3.2 The Agency shall put in place a structure to manage this Contract in accordance with Framework Schedule 1 (Specification) and the Performance Indicators.
- 3.3 A governance structure will be agreed between the Parties as soon as reasonably practicable following the Framework Start Date.
- 3.4 Following discussions between the Parties following the Framework Start Date, where requested by CCS the Agency shall produce and issue to CCS a draft supplier action plan (the **"Agency Action Plan"**). CCS shall not unreasonably withhold or delay its agreement to the draft Agency Action Plan. The Agency Action Plan shall be agreed between the Parties and

come into effect within two weeks from receipt by the Agency of the draft Agency Action Plan.

- 3.5 The Agency Action Plan shall be maintained and updated on an ongoing basis by CCS. Any changes to the Agency Action Plan shall be notified by CCS to the Agency. The Agency shall not unreasonably withhold its agreement to any changes to the Agency Action Plan. Any such changes shall, unless CCS otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Agency of CCS's notification.
- 3.6 The Agency agrees to comply with its obligations in the Agency Action Plan as updated from time to time.
- 3.7 The Agency shall comply with all requests from CCS in regard to compliance requirements as required including:
 - 3.7.1 Dun and Bradstreet risk failure score monitoring;
 - 3.7.2 regular evidence that the Required Insurances and Additional Insurances have been renewed and maintained;
 - 3.7.3 invoice payment performance; and
 - 3.7.4 verification of required accreditations & certifications.
- 3.8 Agencies should participate in further competitions when identified as part of the final bidder list. Failure to bid on further competitions without an acceptable reason may result in the Agency being suspended from the Framework, in accordance with Clause 10.7 (Partially ending and suspending the contract), for a period as decided by CCS.

Agency Review Meetings

- 3.9 **Regular performance review meetings will take place at CCS's premises throughout the Framework Contract Period ("Agency Review Meetings")** at such times and frequencies as CCS determine from time to time (which are anticipated to be once every Month or less). The Parties shall be flexible about the timings of these meetings.
- 3.10 The Agency Review Meetings will review the Agency's performance under this Contract and, where applicable, the Agency's adherence to the Agency Action Plan. The agenda for each Agency Review Meeting shall be set by CCS and sent to the Agency in advance.
- 3.11 CCS may ask the Agency to discuss any instances known to the Agency where any Other Contracting Authority decided not to use this Framework Contract for their order.
- 3.12 The Agency Review Meetings shall be attended, as a minimum, by CCS Representative(s) and the Agency Framework Manager.

4. HOW THE AGENCY'S PERFORMANCE WILL BE MEASURED

- 4.1 The Agency's performance will be measured by the following Performance Indicators ("PI"):

Performance Indicator (PI)	PI Target	Measured by
[Description of PI]		
[...]	[...]	[...]
[...]	[...]	[...]

- 4.2 The Agency shall comply with the PIs and establish processes to monitor its performance against them and the Agency's achievement of PIs shall be reviewed during the Agency Review Meetings.
- 4.3 CCS reserves the right to adjust, introduce new, or remove PIs throughout the Framework Contract Period, however any significant changes to PIs shall be agreed between CCS and the Agency in accordance with the Variation Procedure.
- 4.4 CCS reserves the right to use and publish the performance of the Agency against the PIs without restriction.

5. WHAT THE AGENCY MUST DO TO MEASURE THEIR PERFORMANCE

- 5.1 The Agency shall cooperate in good faith with CCS to develop efficiency tracking performance measures for this Contract. This shall include the following (but this list is not exhaustive and may be developed during the Framework Contract Period):
- 5.1.1 tracking reductions in product volumes and product costs, in order to demonstrate that Buyers are consuming less and buying more smartly;
 - 5.1.2 developing additional PIs to ensure that this Contract supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).
- 5.2 The metrics that are to be implemented to measure efficiency shall be developed and agreed between CCS and the Agency. Such metrics shall be incorporated into the list of PIs set out in this Schedule.
- 5.3 The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Schedule.

6. WHAT TO DO IF CCS AND THE AGENCY CAN'T AGREE ABOUT THE PERFORMANCE

- 6.1 In the event that CCS and the Agency are unable to agree the performance score for any PI during an Agency Review Meeting, the disputed score shall be recorded and the matter shall be referred to CCS Authorised Representative and the Agency Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
- 6.2 In cases where CCS Authorised Representative and the Agency Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.

7. Marketing

- 7.1 The Agency shall ensure that a person is appointed as Agency Marketing Contact who shall be responsible for the marketing obligations of the Agency in relation to this Contract.

How the Agency must contribute to CCS publications

- 7.2 The Agency shall supply current information relating to the Goods and/or Services it offers for inclusion in CCS marketing materials when required by CCS from time to time.
- 7.3 Such information shall be provided in such form and at such time as CCS may request.
- 7.4 Failure to comply with the provisions of Paragraphs 7.2 and 7.3 may result in the Agency's exclusion from the use of such marketing materials.

What Suppliers can say in its own publications

- 7.5 All marketing materials produced by the Agency in relation to this Framework shall at all times comply with the CCS branding guidance at <https://www.gov.uk/government/publications/crown-commercial-service-supplier-logo-and-brand-guidelines>.
- 7.6 The Agency will periodically update and revise its marketing materials to ensure ongoing compliance.
- 7.7 The Agency shall regularly review the content of any information which appears on its website and which relates to each Contract and ensure that such information is up to date at all times.
- 7.8 The Agency shall obtain all appropriate approvals prior to publishing any content in relation to a Contract with that Party using any media, including on any electronic medium, and the Agency will ensure that such content is regularly maintained and updated. In the event that the Agency fails to maintain or update the content, CCS or the relevant Buyer may give the Agency notice to rectify the failure and if the failure is not rectified to its reasonable satisfaction within one (1) Month of receipt of such notice, shall have the right to remove such content itself or require that the Agency immediately arranges the removal of such content.

8. Where CCS might oversee parts of the Call-Off Contracts

8.1 CCS shall have oversight of certain processes which are operated under Call-Off Contracts. Such oversight shall be provided in relation to the operation of the following Schedules in each Call-Off Contract:

8.1.1 [Call-Off Schedule 3 (Continuous Improvement);]

8.1.2 [Call-Off Schedule 8 (Business Continuity and Disaster Recovery);]

8.1.3 [Call-Off Schedule 9 (Security); and]

8.1.4 [Call-Off Schedule 16 (Benchmarking).]

(the "**Supported Schedules**")

How the Agency must support CCS involvement

8.2 The Agency shall co-operate as reasonably required by CCS in relation to the Supported Schedules including:

8.2.1 provision of information;

8.2.2 allowing CCS to act as agent for the Buyers under the Supported Schedules for such matters as CCS may notify to the Agency from time to time; and

8.2.3 such other matters as CCS may notify to the Agency from time to time.

Where CCS might manage the process for Buyers collectively

8.3 In addition to general oversight as referred to above the following specific oversight shall apply to the individual Supported Schedules:

[Guidance Note: provisions in Paragraph 8 are to be included where CCS would be better placed to provide support on behalf of the Buyer community as a whole in these areas.]

8.3.1 [Call-Off Schedule 3 (Continuous Improvement) - the Agency shall:

8.3.1.1 adopt a policy of continuous improvement in relation to the Deliverables;

8.3.1.2 create, maintain and update a continuous improvement plan for improving the provision of the Deliverables and/or reducing the Charges and, where requested by CCS, incorporate any improvement identified in accordance with the Variation Procedure.]

8.3.2 [Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - the Agency shall:

8.3.2.1 create and hold a template BCDR plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Buyers; and

8.3.2.2 notify CCS in the event of the invocation or potential invocation of any BCDR plan and the Agency shall

provide such support as CCS may reasonably require to coordinate the application of BCDR plans across all Call Off Contracts.]

8.3.3 [Call-Off Schedule 9 (Security) - the Agency shall:

8.3.3.1 create and hold a template Security Plan that can be used by each Buyer and shall make it available to CCS so that it can be published to potential Buyers; and

8.3.3.2 notify CCS in the event of breach of any Security Plan and the Agency shall provide such support as CCS may reasonably require to coordinate the application of Security Plans across all Call Off Contracts.]

8.3.4 [Call-Off Schedule 16 (Benchmarking) - the Agency:

8.3.4.1 shall notify CCS in the event that any benchmarker is appoint in respect of any Call Off Contract and the Agency recognises that CCS may want to co-ordinate how benchmarking is conducted across multiple Call Off Contracts;

8.3.4.2 shall where CCS is appointed as agent by Buyers in respect of benchmarking, co-operate with CCS in order to operate the benchmarking as efficiently as possible;

8.3.4.3 agrees that notwithstanding the remainder of Clause 15 (Confidentiality) in the Core Terms, CCS shall be entitled to publish the results of any benchmarking of the Framework Prices to Other Contracting Authorities (subject to the other party entering into reasonable confidentiality undertakings).]

FRAMEWORK SCHEDULE 9: SUCCESSFUL AGENCY PITCH

(LOTS 1 AND 3 ONLY)

This Framework Schedule 9 shall apply for Lots 1 and 3 only.

1. Tender Commitments

The Agency Pitch details the contractual commitments that were made at tender stage on the following subject areas: performance, quality, transparency, talent and partnership.

These are to be upheld throughout the life of the contract and reviewed in line with Framework Schedule 8 in line with Paragraphs 2 and 5. The full pitch can be found below.

1.2. Full Agency Pitch

[Insert here upon award]

FRAMEWORK SCHEDULE 10: VARIATION FORM

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	[delete] as applicable: CCS / Buyer] (" CCS " " the Buyer ") And [insert] name of Supplier] (" the Supplier ")	
Contract name:	[insert] name of contract to be changed] (" the Contract ")	
Contract reference number:	[insert] contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Agency to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.

The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of CCS

Signature

Date

Name (in
Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Agency

Signature

Date

Name (in
Capitals)

Address

FRAMEWORK SCHEDULE 11: STAFF TRANSFER (TUPE & PENSIONS)

[Guidance note: Buyers will need to take their own legal advice on this Schedule 2 and, in particular, on Part D (Pensions).]

Buyers will need to ensure that appropriate provisions are included to deal with staff transfer on both entry and exit, and, irrespective of whether TUPE does apply on entry if there are employees eligible for New Fair Deal pension protection then the appropriate pensions provisions will also need to be selected.

If there is a staff transfer from CCS on entry (1st generation) then Part A shall apply.
If there is a staff transfer from former/incumbent supplier on entry (2nd generation), Part B shall apply.

If there is both a 1st and 2nd generation staff transfer on entry, then both Part A and Part B shall apply.

If either Part A and/or Part B apply, then consider whether Part D (Pensions) shall apply and CCS shall indicate on the Order Form which Annex shall apply (either D1 (CSPS), D2 (NHSPS), D3 (LGPS) or D4 (Other Schemes)). Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If there is no staff transfer (either 1st generation or 2nd generation) at the Start Date then Part C shall apply and Part D pensions may also apply where there is not a TUPE transfer for example where the incumbent provider is successful.

If the position on staff transfers is not known at the bid stage, include Parts A, B, C and D at the bid stage and then update CCS Contract Details before signing to specify whether Parts A and/or B, or C and D apply to the Contract.

Part E (dealing with staff transfer on exit) shall apply to every Contract.

For further guidance on this Schedule contact Government Legal Department's Employment Law Group]

1. Definitions

1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

;

"Employee Liability"

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;
- f) employment claims whether in tort, contract or statute or otherwise;
- g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Former Agency"

a supplier supplying services to CCS before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

"New Fair Deal"	<p>the revised Fair Deal position set out in the HM Treasury guidance: "<i>Fair Deal for Staff Pensions: Staff Transfer from Central Government</i>" issued in October 2013 including:</p> <ul style="list-style-type: none">(i) any amendments to that document immediately prior to the Relevant Transfer Date; and(ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Agency by CCS;
"Old Fair Deal"	<p>HM Treasury Guidance "<i>Staff Transfers from Central Government: A Fair Deal for Staff Pensions</i>" issued in June 1999 including the supplementary guidance "<i>Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues</i>" issued in June 2004;</p>
"Partial Termination"	<p>the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or CCS can end this contract) or 10.6 (When the Agency can end the contract);</p>
"Relevant Transfer"	<p>a transfer of employment to which the Employment Regulations applies;</p>
"Relevant Transfer Date"	<p>in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Agency or a Subcontractor was the Former Agency and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Agency (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;</p>

**"Staffing
Information"**

in relation to all persons identified on the Agency's Provisional Agency Personnel List or Agency's Final Agency Personnel List, as the case may be, such information as CCS may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:

- (a) ***their ages, dates of commencement of employment or engagement, gender and place of work;***
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Agency's Final Agency Personnel List"	a list provided by the Agency of all Agency Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Agency's Provisional Agency Personnel List"	a list prepared and updated by the Agency of all Agency Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Agency;
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of CCS to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Agency Employees"	in relation to a Former Agency, those employees of the Former Agency to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Agency including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Agency shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, CCS, Former Agency, Replacement Agency or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Agency will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of CCS, which may, if given, be given on and subject to such terms as CCS may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

[Delete] if not applicable to the Call Off Contract]

- *[Part A (Staff Transfer at the Start Date – Outsourcing from CCS)]*
- *[Part B (Staff Transfer at the Start Date – Transfer from a Former Agency)]*
- *[Part C (No Staff Transfer on the Start Date)]*
- *[Part D (Pensions)]*]
 - *[- Annex D1 (CSPS)]*]
 - *[- Annex D2 (NHSPS)]*]
 - *[- Annex D3 (LGPS)]*]
 - *[- Annex D4 (Other Schemes)]*]
- *Part E (Staff Transfer on Exit)*

Part A: Staff Transfer at the Start Date

Outsourcing from CCS

1. What is a relevant transfer

1.1 The Buyer and the Agency agree that:

- 1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between CCS and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Agency and/or any Sub-contractor and each such Transferring Buyer Employee.

1.2 The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) CCS; and (ii) the Agency and/or any Subcontractor (as appropriate).

2. Indemnities CCS must give

2.1 Subject to Paragraph 2.2, CCS shall indemnify the Agency and any Subcontractor against any Employee Liabilities arising from or as a result of:

- 2.1.1 any act or omission by CCS in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date;
- 2.1.2 the breach or non-observance by CCS before the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Buyer Employees; and/or
 - (b) any custom or practice in respect of any Transferring Buyer Employees which CCS is contractually bound to honour;
- 2.1.3 any claim by any trade union or other body or person representing the Transferring Buyer Employees arising from or connected with any failure by CCS to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;
- 2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions;

- (a) in relation to any Transferring Buyer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Buyer Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from CCS to the Agency and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
- 2.1.5 a failure of CCS to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Buyer Employees arising before the Relevant Transfer Date;
- 2.1.6 any claim made by or in respect of any person employed or formerly employed by CCS other than a Transferring Buyer Employee for whom it is alleged the Agency and/or any Subcontractor as appropriate may be liable by virtue of the Employment Regulations; and
- 2.1.7 any claim made by or in respect of a Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee relating to any act or omission of CCS in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Agency or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Agency or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:
 - 2.2.1 arising out of the resignation of any Transferring Buyer Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Agency and/or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Agency or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by CCS as a Transferring Buyer Employee claims, or it is determined in relation to any person who is not identified by CCS as a Transferring Buyer Employee, that his/her contract of employment has been transferred from CCS to the Agency and/or any Subcontractor pursuant to the Employment Regulations then:
 - 2.3.1 the Agency shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify CCS in writing; and
 - 2.3.2 CCS may offer (or may procure that a third party may offer) employment to such person, or take such other reasonable steps as

CCS considers appropriate to deal with the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Agency and/or any Subcontractor.

- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by CCS, the Agency shall, or shall procure that a Subcontractor shall, immediately release the person from his/her employment or alleged employment;
- 2.5 If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
 - 2.5.2 such offer has been made but not accepted; or
 - 2.5.3 the situation has not otherwise been resolved,
- the Agency and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Agency and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law and subject also to Paragraph 2.7, CCS will indemnify the Agency and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the Agency takes, or procures that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
- 2.7.1 shall not apply to:
 - (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;
 - in any case in relation to any alleged act or omission of the Agency and/or any Subcontractor; or
 - (b) any claim that the termination of employment was unfair because the Agency and/or any Subcontractor neglected to follow a fair dismissal procedure; and
 - 2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Agency and/or any Subcontractor (as appropriate) to CCS within 6 months of the Start Date
- 2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by CCS nor dismissed by the Agency and/or any Subcontractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Agency and/or any Subcontractor and the Agency shall, or shall procure that the relevant Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Agency must give and its obligations

3.1 Subject to Paragraph 3.2, the Agency shall indemnify CCS against any Employee Liabilities arising from or as a result of:

- 3.1.1 any act or omission by the Agency or any Subcontractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date;
- 3.1.2 the breach or non-observance by the Agency or any Subcontractor on or after the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Buyer Employees; and/or
 - (b) any custom or practice in respect of any Transferring Buyer Employees which the Agency or any Subcontractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Buyer Employees arising from or connected with any failure by the Agency or any Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Agency or a Subcontractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Buyer Employees to their material detriment on or after their transfer to the Agency or the relevant Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Buyer Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Agency or any Subcontractor to, or in respect of, any Transferring Buyer Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with CCS in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Buyer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Buyer Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from CCS to the Agency or a Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

- 3.1.7 a failure of the Agency or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Author Buyer ity Employees in respect of the period from (and including) the Relevant Transfer Date;
 - 3.1.8 any claim made by or in respect of a Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee relating to any act or omission of the Agency or any Subcontractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from CCS's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
 - 3.1.9 a failure by the Agency or any Sub-contractor to comply with its obligations under paragraph 2.8 above.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of CCS whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from CCS's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Agency shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between CCS and the Agency.
- 4. Information the Agency must provide**
 - 4.1 The Agency shall, and shall procure that each Subcontractor shall, promptly provide to CCS in writing such information as is necessary to enable CCS to carry out its duties under regulation 13 of the Employment Regulations. The Buyer shall promptly provide to the Agency and any Subcontractor in writing such information as is necessary to enable the Agency and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 5. Cabinet Office requirements**
 - 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Agency of employees whose employment begins after the Relevant Transfer Date, and the Agency undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
 - 5.2 The Agency shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by CCS relating to pensions in respect of any Transferring Buyer Employee as set down in:

- 5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised December 2013;
 - 5.2.2 Old Fair Deal; and/or
 - 5.2.3 The New Fair Deal.
- 5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.
- 6. Pensions**
- 6.1 The Agency shall, and/or shall procure that each of its Subcontractors shall, comply with:
 - 6.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; and
 - 6.1.2 Part D: Pensions (and its Annexes) to this Schedule.

Part B: Staff transfer at the Start Date

Transfer from a Former Agency

1. What is a relevant transfer

1.1 The Buyer and the Agency agree that:

- 1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Agency Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Agency and the Transferring Former Agency Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Agency and/or any Subcontractor and each such Transferring Former Agency Employee.

1.2 The Buyer shall procure that each Former Agency shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Agency Employees in respect of the period up to (but not including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Agency shall make, and CCS shall procure that each Former Agency makes, any necessary apportionments in respect of any periodic payments.

2. Indemnities given by the Former Agency

2.1 Subject to Paragraph 2.2, CCS shall procure that each Former Agency shall indemnify the Agency and any Subcontractor against any Employee Liabilities arising from or as a result of:

- 2.1.1 any act or omission by the Former Agency in respect of any Transferring Former Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Agency Employee arising before the Relevant Transfer Date;
- 2.1.2 the breach or non-observance by the Former Agency arising before the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Former Agency Employees; and/or
 - (b) any custom or practice in respect of any Transferring Former Agency Employees which the Former Agency is contractually bound to honour;
- 2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Former Agency Employee, to the extent that the proceeding, claim or demand by HMRC or other

- statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
- (b) in relation to any employee who is not a Transferring Former Agency Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Agency to the Agency and/or any Subcontractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.4 a failure of the Former Agency to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Agency Employees in respect of the period to (but excluding) the Relevant Transfer Date;
 - 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Agency other than a Transferring Former Agency Employee for whom it is alleged the Agency and/or any Subcontractor as appropriate may be liable by virtue of the relevant Contract and/or the Employment Regulations; and
 - 2.1.6 any claim made by or in respect of a Transferring Former Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Agency Employee relating to any act or omission of the Former Agency in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Agency or any Subcontractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Agency or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
- 2.2.1 arising out of the resignation of any Transferring Former Agency Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Agency or any Subcontractor to occur in the period from (and including) the Relevant Transfer Date; or
 - 2.2.2 arising from the failure by the Agency and/or any Subcontractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Former Agency as a Transferring Former Agency Employee claims, or it is determined in relation to any person who is not identified by the Former Agency as a Transferring Former Agency Employee, that his/her contract of employment has been transferred from a Former Agency to the Agency and/or any Subcontractor pursuant to the Employment Regulations then:
- 2.3.1 the Agency shall, or shall procure that the Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify CCS and in writing and, where required by CCS, notify the relevant Former Agency in writing; and

- 2.3.2 the Former Agency may offer (or may procure that a third party may offer) employment to such person, or take such other steps as the Former Agency considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law, within 15 Working Days of receipt of notice from the Agency and/or the Subcontractor (as appropriate).
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, , or if the situation has otherwise been resolved by the Former Agency and/or CCS, the Agency shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period referred to in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
- 2.5.2 such offer has been made but not accepted; or
- 2.5.3 the situation has not otherwise been resolved,
- the Agency and/or any Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.6 Subject to the Agency and/or any Subcontractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law and subject also to Paragraph 2.7, CCS shall procure that the Former Agency will indemnify the Agency and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment pursuant to the provisions of Paragraph 2.5 provided that the Agency takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
- 2.7.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees;
- in any case in relation to any alleged act or omission of the Agency and/or any Subcontractor; or
- (b) any claim that the termination of employment was unfair because the Agency and/or Subcontractor neglected to follow a fair dismissal procedure; and
- 2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Agency and/or any Subcontractor (as appropriate) to CCS and, if applicable, the Former Agency, within 6 months of the Start Date.
- 2.8 If a Subcontractor or any such person as is described in Paragraph 2.3 is neither re-employed by the Former Agency nor dismissed by the Agency and/or any Subcontractor within the time scales set out in Paragraph 2.5 such person shall be

treated as having transferred to the Agency and/or any Subcontractor and the Agency shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Agency must give and its obligations

3.1 Subject to Paragraph 02, the Agency shall indemnify CCS and/or the Former Agency against any Employee Liabilities arising from or as a result of:

- 3.1.1 any act or omission by the Agency or any Subcontractor in respect of any Transferring Former Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Agency Employee whether occurring before, on or after the Relevant Transfer Date;
- 3.1.2 the breach or non-observance by the Agency or any Subcontractor on or after the Relevant Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Former Agency Employee; and/or
 - (b) any custom or practice in respect of any Transferring Former Agency Employees which the Agency or any Subcontractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Former Agency Employees arising from or connected with any failure by the Agency or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Agency or a Subcontractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Agency Employees to their material detriment on or after their transfer to the Agency or a Subcontractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Agency Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Agency or a Subcontractor to, or in respect of, any Transferring Former Agency Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with CCS and/or the Former Agency in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Former Agency Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Former Agency Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to

transfer his/her employment from the Former Agency to the Agency or a Subcontractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

- 3.1.7 a failure of the Agency or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Agency Employees in respect of the period from (and including) the Relevant Transfer Date;
 - 3.1.8 any claim made by or in respect of a Transferring Former Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Agency Employee relating to any act or omission of the Agency or any Subcontractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Agency's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
 - 3.1.9 a failure by the Agency or any Subcontractor to comply with its obligations under Paragraph 2.8 above
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Agency whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Agency's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Agency shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge all its obligations in respect of all the Transferring Former Agency Employees, on and from the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Agency and the Former Agency.

4. Information the Agency must give

The Agency shall, and shall procure that each Subcontractor shall, promptly provide to CCS and/or at CCS's direction, the Former Agency, in writing such information as is necessary to enable CCS and/or the Former Agency to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Agency shall promptly provide to the Agency and any Subcontractor in writing such information as is necessary to enable the Agency and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

- 5.1 The Agency shall, and shall procure that each Subcontractor shall, comply with any requirement notified to it by CCS relating to pensions in respect of any Transferring Former Agency Employee as set down in:
- 5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
 - 5.1.2 Old Fair Deal; and/or
 - 5.1.3 The New Fair Deal.
- 5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.

6. Limits on the Former Agency's obligations

Notwithstanding any other provisions of this Part B, where in this Part B CCS accepts an obligation to procure that a Former Agency does or does not do something, such obligation shall be limited so that it extends only to the extent that CCS's contract with the Former Agency contains a contractual right in that regard which CCS may enforce, or otherwise so that it requires only that CCS must use reasonable endeavours to procure that the Former Agency does or does not act accordingly.

7. Pensions

- 7.1 The Agency shall, and shall procure that each Subcontractor shall, comply with:
- 7.1.1 the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff; ; and
 - 7.1.2 Part D: Pensions (and its Annexes) to this Schedule.

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Agency agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of CCS and/or any Former Agency.
- 1.2 If any employee of CCS and/or a Former Agency claims, or it is determined in relation to any employee of CCS and/or a Former Agency, that his/her contract of employment has been transferred from CCS and/or the Former Agency to the Agency and/or any Subcontractor pursuant to the Employment Regulations then:
 - 1.2.1 the Agency shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify CCS in writing and, where required by CCS, notify the Former Agency in writing; and
 - 1.2.2 CCS and/or the Former Agency may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Agency or the Subcontractor (as appropriate) or take such other reasonable steps as CCS or Former Agency (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by CCS and/or the Former Agency),, the Agency shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved;the Agency may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Agency and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 CCS shall:
 - 1.5.1 indemnify the Agency and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of CCS's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Agency takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
 - 1.5.2 procure that the Former Agency indemnifies the Agency and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Agency referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Agency takes, or shall procure that the relevant

Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by CCS and/or the Former Agency as appropriate nor dismissed by the Agency and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Agency and/or the Subcontractor (as appropriate) and the Agency shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Agency and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Agency and/or the Subcontractor and the Agency shall indemnify CCS and any Former Agency, and shall procure that the Subcontractor shall indemnify CCS and any Former Agency, against any Employee Liabilities that either of them may incur in respect of any such employees of the Agency and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Agency and/or Subcontractor; or
- (b) any claim that the termination of employment was unfair because the Agency and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Agency and/or any Subcontractor to CCS and, if applicable, Former Agency within 6 months of the Start Date.
- 1.9 If the Agency and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Agency and/or the Subcontractor and the Agency shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify CCS and any Former Agency against any Employee Liabilities that either of them may incur in respect of any such employees of the Agency and/or employees of the Subcontractor.

2. Limits on the Former Agency's obligations

Where in this Part C CCS accepts an obligation to procure that a Former Agency does or does not do something, such obligation shall be limited so that it extends only to the extent that CCS's contract with the Former Agency contains a contractual right in that regard which CCS may enforce, or otherwise so that it requires only that CCS must use reasonable endeavours to procure that the Former Agency does or does not act accordingly.

Part D: Pensions

[Guidance: You should take specific legal advice on this Part D. Please also note that this Part D is drafted to reflect the requirements of New Fair Deal. Accordingly, where a contracting authority is a best value authority it will be subject to the requirements of the Best Value Authorities Staff Transfers (Pensions) Direction 2007 (or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 if appropriate) and should take further specific legal advice to ensure compliance with those Directions.]

1. Definitions

In this Part D and Part E, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes to this Part D:

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	either or both of the CSPS Admission Agreement (as defined in Annex D1: CSPS) or the LGPS Admission Agreement (as defined in Annex D3: LGPS), as the context requires;
"Best Value Direction"	the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);
"Broadly Comparable"	<p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and/or</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and "Broad Comparability" shall be construed accordingly;</p>
"CSPS"	the schemes as defined in Annex D1 to this Part D;
"Direction Letter/Determination"	has the meaning in Annex D2 to this Part D;

"Fair Deal Eligible Employees"

each of the CSPA Eligible Employees, the NHSPS Eligible Employees and/or the LGPS Eligible Employees (as applicable) (and shall include any such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with paragraph 10 or 11 of this Part D);

"Fair Deal Employees"

any of:

- (a) Transferring Buyer Employees;
- (b) Transferring Former Agency Employees;
- (c) employees who are not Transferring Buyer Employees or Transferring Former Agency Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Agency or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.5 of Parts A or B or Paragraph 1.4 of Part C;
- (d) where the Agency or a Subcontractor was the Former Agency, the employees of the Agency (or Subcontractor);

who at the Relevant Transfer Date are or become entitled to New Fair Deal or Best Value Direction protection in respect of any of the Statutory Schemes or a Broadly Comparable pension scheme provided in accordance with paragraph 10 of this Part D as notified by CCS;

"Fund Actuary"

a Fund Actuary as defined in Annex D3 to this Part D;

"LGPS"

the scheme as defined in Annex D3 to this Part D;

"NHSPS"

the schemes as defined in Annex D2 to this Part D;

(a)

(b)

"Statutory Schemes"

means the CSPA, NHSPS or LGPS.

2. Agency obligations to participate in the pension schemes

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.

- 2.2 The Agency undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/ Determination, if necessary) as may be required to enable the Agency to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Agency undertakes:
- 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter/ Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
 - 2.3.2 subject to paragraph 5 of Annex D3: LGPS to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.
- 2.4 Where the Agency is the Former Agency (or a Subcontractor is a Subcontractor of the Former Agency) and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Agency (or Subcontractor) at the Start Date, this Part D and its Annexes shall be modified accordingly so that the Agency (or Subcontractor) shall comply with its requirements from the Start Date or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Agency (or Sub- contractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with CCS¹.

3. Agency obligation to provide information

- 3.1 The Agency undertakes to CCS:
- 3.1.1 to provide all information which CCS may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
 - 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of CCS (such consent not to be unreasonably withheld or delayed);
 - 3.1.3 retain such records as would be necessary to manage the pension aspects in relation to any current or former Fair Deal Eligible Employees arising on expiry or termination of the relevant Contract.

4. Indemnities the Agency must give

- 4.1 The Agency shall indemnify and keep indemnified CCS, [NHS Pensions], CCS and/or any Replacement Agency and/or any Replacement Subcontractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which:
- 4.1.1 arise out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant

¹ We recommend that you seek specific legal advice on this clause.

Transfer Date which arise from any breach by the Agency of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter/Determination and/or the LGPS Admission Agreement;

- 4.1.2 relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Agency or a Subcontractor on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract, including the Statutory Schemes or any Broadly Comparable pension scheme provided in accordance with paragraphs 10 or 11 of this Part D;
- 4.1.3 relate to claims by Fair Deal Employees of the Agency and/or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

Subcontractor:

- (a) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract; or
 - (b) arise out of the failure of the Agency and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of the relevant Contract; and/or
- 4.1.4 arise out of or in connection with the Agency (or its Subcontractor) allowing anyone who is not an NHSPS Fair Deal Employee to join or claim membership of the NHSPS at any time during the Term.

4.2 The indemnities in this Part D and its Annexes:

- 4.2.1 shall survive termination of the relevant Contract; and
- 4.2.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

5.1 The Dispute Resolution Procedure will not apply to any dispute (i) between the CCS and/or CCS and/or the Agency or (ii) between their respective actuaries and/or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or CCS and/or the Agency be referred to an independent Actuary:

- 5.1.1 who will act as an expert and not as an arbitrator;
- 5.1.2 whose decision will be final and binding on the CCS and/or CCS and/or the Agency; and
- 5.1.3 whose expenses shall be borne equally by the CCS and/or CCS and/or the Agency unless the independent Actuary shall otherwise direct.

The independent Actuary shall be agreed by the Parties or, failing such agreement the independent Actuary shall be appointed by the President for the time being of the Institute and Faculty of Actuaries on the application by the Parties.

6. Other people's rights

6.1 The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Agency under this Part D, in his or her or its own right under section 1(1) of the CRTPA.

6.2 Further, the Agency must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in his or her or its own right under section 1(1) of the CRTPA.

7. What happens if there is a breach of this Part D

7.1 The Agency agrees to notify CCS should it breach any obligations it has under this Part D and agrees that CCS shall be entitled to terminate its Contract for material Default in the event that the Agency:

7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or

7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from CCS giving particulars of the breach and requiring the Agency to remedy it.

8. Transferring Fair Deal Employees

8.1 Save on expiry or termination of the relevant Contract, if the employment of any Fair Deal Eligible Employee transfers to another employer (by way of a transfer under the Employment Regulations or other form of compulsory transfer of employment) the Agency shall or shall procure that any relevant Sub-contractor shall:

8.1.1 notify CCS as far as reasonably practicable in advance of the transfer to allow CCS to make the necessary arrangements for participation with the relevant Statutory Scheme(s);

8.1.2 consult with about, and inform those Fair Deal Eligible Employees of the pension provisions relating to that transfer; and

8.1.3 procure that the employer to which the Fair Deal Eligible Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Agency" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Eligible Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

9.1 The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of the relevant Contract.

9.2 The Agency shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract provide all such co-operation and assistance

(including co-operation and assistance from the Broadly Comparable pension scheme's Actuary) as the Replacement Agency and/or NHS Pension and/or CSPA and/or the relevant Administering Buyer and/or CCS may reasonably require, to enable the Replacement Agency to participate in the appropriate Statutory Scheme in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection following a Service Transfer.

10. Broadly Comparable Pension Schemes on the Relevant Transfer Date

- 10.1 If the terms of any of paragraphs 4 of Annex D2: NHSPS or 3.1 of Annex D3: LGPS applies, the Agency must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by CCS.
- 10.2 Such Broadly Comparable pension scheme must be:
- 10.2.1 established by the Relevant Transfer Date²;
 - 10.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
 - 10.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Agency's Broadly Comparable pension scheme (unless otherwise instructed by CCS);
 - 10.2.4 capable of paying a bulk transfer payment to the Replacement Agency's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by CCS); and
 - 10.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by CCS).
- 10.3 Where the Agency has set up a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Agency shall (and shall procure that any of its Subcontractors shall):
- 10.3.1 supply to CCS details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than seven (7) days after receipt of the certificate;
 - 10.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;

²We recommend that you seek specific legal advice on this clause.

- 10.3.3 instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Agency's Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by CCS (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer³; and
 - 10.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 10 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Agency and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Agency and/or Subcontractor's Broadly Comparable pension scheme is terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
- 10.4 Where the Agency has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 10, the Agency shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract:
 - 10.4.1 allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Agency's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be on a past service reserve basis which should be calculated allowing for projected final salary at the assumed date of retirement, leaving service or death (in the case of final salary benefits). The actuarial basis for this past service reserve basis should be aligned to the funding requirements of the Broadly Comparable pension scheme in place at the time the bulk transfer terms are offered. The bulk transfer terms shall be subject to an underpin in relation to any service credits awarded in the Broadly Comparable pension scheme in accordance with paragraph 10.3.3 such that the element of the past service reserve amount which relates to such service credits shall be no lower than that required by the bulk transfer terms that were agreed in accordance with paragraph 10.3.3 but using the last day of the Fair Deal Eligible Employees' employment with the Agency or Subcontractor (as appropriate) as the date used to determine the actuarial assumptions; and
 - 10.4.2 if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the Replacement Agency's Broadly Comparable pension scheme (or to the

³ We recommend that you seek specific legal advice on this clause.

relevant Statutory Scheme if applicable)) than the transfer payment which would have been paid had paragraph 10.4.1 been complied with, the Agency shall (or shall procure that the Subcontractor shall) pay the amount of the difference to the Replacement Agency's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as CCS shall otherwise direct. The Agency shall indemnify CCS or the Replacement Agency's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as CCS directs) for any failure to pay the difference as required under this paragraph.

11. Broadly Comparable Pension Scheme in Other Circumstances

- 11.1 If the terms of any of paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and/or 3.2 of Annex D3: LGPS apply, the Agency must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by CCS.
- 11.2 Such Broadly Comparable pension scheme must be:
- 11.2.1 established by the date of cessation of participation in the Statutory Scheme⁴;
 - 11.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
 - 11.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by CCS);
 - 11.2.4 capable of paying a bulk transfer payment to the Replacement Agency's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by CCS); and
 - 11.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by CCS).
- 11.3 Where the Agency has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Agency shall (and shall procure that any of its Subcontractors shall):
- 11.3.1 supply to CCS details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;
 - 11.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation

⁴ We recommend that you seek specific legal advice on this clause.

- in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
- 11.3.3 where required to do so by CCS, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such co-operation and assistance with any other Actuary appointed by CCS (where applicable). The Agency must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from the Statutory Scheme and the Agency shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme⁵; and
- 11.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Agency and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Agency and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
- 11.4 Where the Agency has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Agency shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Agency's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) in the Replacement Agency's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the Replacement Agency's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits ("**the Shortfall**"), the Agency or the Subcontractor (as agreed between them) must pay the Replacement Agency's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Agency and any Subcontractor, the Shortfall shall be paid by the Agency. The Agency shall indemnify CCS or the Replacement Agency's Broadly Comparable

⁵ We recommend that you seek specific legal advice on this clause.

pension scheme (or the relevant Statutory Scheme if applicable) (as CCS directs) for any failure to pay the Shortfall under this paragraph.

12. Right of Set-off

12.1 The Buyer shall have a right to set off against any payments due to the Agency under the relevant Contract an amount equal to:

- 12.1.1 any unpaid employer's contributions or employee's contributions or any other financial obligations under the CSPA or any CSPA Admission Agreement in respect of the CSPA Eligible Employees whether due from the Agency or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;
- 12.1.2 any unpaid employer's contributions or employee's contributions or any other financial obligations under the NHSPA or any Direction Letter/Determination in respect of the NHSPA Eligible Employees whether due from the Agency or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; or
- 12.1.3 any unpaid employer's contributions or employee's contributions or any other financial obligations under the LGPS or any LGPS Admission Agreement in respect of the LGPS Eligible Employees whether due from the Agency or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;

and shall pay such set off amount to the relevant Statutory Scheme.

12.2 The Buyer shall also have a right to set off against any payments due to the Agency under the relevant Contract all reasonable costs and expenses incurred by CCS as result of Paragraphs 12.1 above.

Annex D1: Civil Service Pensions Schemes (CSPS)

1. Definitions

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"CSPS Admission Agreement"	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
"CSPS Eligible Employee"	any CSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the CSPS under a CSPS Admission Agreement;
"CSPS Fair Deal Employee"	a Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the CSPS in accordance with the provisions of New Fair Deal;
"CSPS"	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

2. Access to equivalent pension schemes after transfer

- 2.1 In accordance with New Fair Deal, the Agency and/or any of its Subcontractors to which the employment of any CSPS Fair Deal Employee compulsorily transfers as a result of either the award of the relevant Contract or a Relevant Transfer, if not an employer which participates automatically in the CSPS, shall each secure a CSPS Admission Agreement to ensure that CSPS Fair Deal Employees or CSPS Eligible Employees as appropriate shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date. The Agency and/or any of its Subcontractors shall procure that the CSPS Fair Deal Employees continue to accrue benefits in the CSPS in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.
- 2.2 If the Agency and/or any of its Subcontractors enters into a CSPS Admission Agreement in accordance with paragraph 2.1 but the CSPS Admission Agreement is terminated during the term of the relevant Contract for any reason at a time when the Agency or Subcontractor still employs any CSPS Eligible Employees, the Agency shall (and procure that its Subcontractors shall) at no extra cost to CCS, offer the remaining CSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the CSPS on the date those CSPS Eligible Employees ceased to participate in the CSPS in accordance with the provisions of paragraph 11 of Part D.

Annex D2: NHS Pension Schemes

1. Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Direction Letter/Determination"	an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Agency or a Subcontractor of the Agency (as appropriate) relating to the terms of participation of the Agency or Subcontractor in the NHSPS in respect of the NHSPS Fair Deal Employees;
"NHS Broadly Comparable Employees"	<p>each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:</p> <ul style="list-style-type: none">(a) their employment with CCS, an NHS Body or other employer which participates automatically in the NHSPS; or(b) their employment with a Former Agency who provides access to either the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Agency (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with CCS, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Agency), <p>but who is now ineligible to participate in the NHSPS under the rules of the NHSPS and in respect of whom CCS has agreed are to be provided with a Broadly Comparable pension scheme to provide Pension Benefits that are Broadly Comparable to those provided under the NHSPS.</p>
"NHSPS Eligible Employees"	any NHSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the NHSPS under a Direction Letter/Determination Letter.

"NHSPS Fair Deal Employees"

other than the NHS Broadly Comparable Employees, each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:

- (a) their employment with CCS, an NHS Body or other employer which participates automatically in the NHSPS; or
- (b) their employment with a Former Agency who provides access to the NHSPS pursuant to a Direction Letter/Determination or to a Broadly Comparable pension scheme in respect of their employment with that Former Agency (on the basis that they are entitled to protection under New Fair Deal (or previous guidance), having been formerly in employment with CCS, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Agency),

and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter/ Determination or other NHSPS "access" facility but who has never been employed directly by CCS, an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Fair Deal Employee;

"NHS Body"

has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;

"NHS Pensions"

NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;

"NHSPS"	the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and the Public Service Pensions Act 2013 governed by subsequent regulations under those Acts including the NHS Pension Scheme Regulations;
"NHS Pension Scheme Regulations"	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;
"NHS Premature Retirement Rights"	rights to which any NHS Fair Deal Employee (had they remained in the employment of CCS, an NHS Body or other employer which participates automatically in the NHSPS) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
"Pension Benefits"	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme.

2. Membership of the NHS Pension Scheme

- 2.1 In accordance with New Fair Deal, the Agency and/or any of its Subcontractors to which the employment of any NHSPS Fair Deal Employee compulsorily transfers as a result of either the award of this Contract or a Relevant Transfer, if not an NHS Body or other employer which participates automatically in the NHSPS, shall each secure a Direction Letter/Determination to enable the NHSPS Fair Deal Employees to retain either continuous active membership of or eligibility for the NHSPS for so long as they remain employed in connection with the delivery of the Services under the relevant Contract.
- 2.2 Where it is not possible for the Agency and/or any of its Subcontractors to secure a Direction Letter/Determination on or before the Relevant Transfer Date, the Agency must secure a Direction Letter/Determination as soon as possible after the Relevant Transfer Date, and in the period between the Relevant Transfer Date and the date the Direction Letter/Determination is secure, the Agency must ensure that:

- (a) all employer's and NHSPS Fair Deal Employees' contributions intended to go to the NHSPS are kept in a separate bank account; and
 - (b) the Pension Benefits and Premature Retirement Rights of NHSPS Fair Deal Employees are not adversely affected.
- 2.3 The Agency must supply to CCS a complete copy of each Direction Letter/Determination within 5 Working Days of receipt of the Direction Letter/Determination.
- 2.4 The Agency must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Fair Deal Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter/Determination.
- 2.5 The Agency will (and will procure that its Subcontractors (if any) will) comply with the terms of the Direction Letter/Determination, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health and Social Care in respect of the NHSPS Fair Deal Employees for so long as it remains bound by the terms of any such Direction Letter/Determination.
- 2.6 Where any employee omitted from the Direction Letter/Determination supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Fair Deal Employee, the Agency will (and will procure that its Subcontractors (if any) will) treat that person as if they had been an NHSPS Fair Deal Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.
- 2.7 The Agency will (and will procure that its Subcontractors (if any) will) Subcontractor provide any guarantee, bond or indemnity required by NHS Pensions in relation to a Direction Letter/Determination.
- 3. Continuation of early retirement rights after transfer**
- 3.1 From the Relevant Transfer Date until the Service Transfer Date, the Agency must provide (and/or must ensure that its Subcontractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Fair Deal Employees that are identical to the benefits they would have received had they remained employees of CCS, an NHS Body or other employer which participates automatically in the NHSPS.
- 4. NHS Broadly Comparable Employees**
- 4.1 The Agency shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the NHSPS Broadly Comparable Employees membership of a pension scheme which is Broadly Comparable to NHSPS on the Relevant Transfer Date in accordance with paragraph 10 of Part D. For the avoidance of doubt, this requirement is separate from any requirement to offer a Broadly Comparable pension scheme in accordance with paragraph 5.2 below.
- 5. What the buyer can do if the Agency breaches its pension obligations**
- 5.1 The Agency agrees that CCS is entitled to make arrangements with NHS Pensions for CCS to be notified if the Agency (or its Subcontractor) breaches the terms of its Direction Letter/Determination. Notwithstanding the provisions of the foregoing, the Agency shall notify CCS in the event that it (or its Subcontractor) breaches the terms of its Direction Letter/Determination.

- 5.2 If the Agency (or its Subcontractors, if relevant) ceases to participate in the NHSPS for whatever reason, the Agency (or any such Subcontractor, as appropriate) shall offer to offer the NHSPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the NHSPS on the date the NHSPS Eligible Employees ceased to participate in the NHSPS in accordance with the provisions of paragraph 11 of Part D. Subcontractor.

6. Compensation when pension scheme access can't be provided

- 6.1 If the Agency (or its Subcontractor, if relevant) is unable to provide the NHSPS Fair Deal Employees with either membership of:

6.1.1 the NHSPS (having used its best endeavours to secure a Direction Letter/Determination); or

6.1.2 a Broadly Comparable pension scheme,

CCS may in its sole discretion permit the Agency (or any of its Subcontractors) to compensate the NHSPS Fair Deal Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Agency (or Subcontractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Fair Deal Employees. The Agency must meet (or must procure that the relevant Subcontractor meets) the costs of CCS determining whether the level of compensation offered is reasonable in the circumstances.

- 6.2 This flexibility for CCS to allow compensation in place of Pension Benefits is in addition to and not instead of CCS's right to terminate the Contract.

7. Indemnities that a Agency must give

- 7.1 The Agency must indemnify and keep indemnified the CCS, CCS and any Replacement Agency against all Losses arising out of any claim by any NHSPS Fair Deal Employee or any NHS Broadly Comparable Employees that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.

Annex D3:

Local Government Pension Schemes (LGPS)

[Guidance: You should take specific legal advice on this Annex D3 and in particular the risk apportionment provisions contained herein.]

Please note that this Part D is drafted to reflect the requirements of New Fair Deal. Accordingly, where a contracting authority is a local authority (or other type of best value authority) then it will be subject to the requirements of the Best Value Authorities Staff Transfers (Pensions) Direction 2007 (or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 if appropriate) and should take further specific legal advice to ensure compliance with those Directions.

Note the LGPS unlike the CSPA & NHSPS is a funded scheme which has associated cost implications as follows:

There is not 1 LGPS but approx. 90 different Funds, each with their own separate Scheme Employer and Administering Buyer, it is important to identify the correct one(s) and amend the definition of "Fund" accordingly.

It is important to check whether CCS and or CCS can actually participate in the LGPS.

Where a government department is taking on services which were formerly the responsibility of a Local Authority it may be necessary to obtain secretary of state approval for participation in the LGPS, this is because the services are being provided to Gov. Dept. and not to a Local Authority.

Unlike New Fair Deal the 2007 Best Value pension direction does not provide a right to bulk transfer past service. Whilst typically before the 2007 direction LA did provide such a right, it is a significant additional cost and therefore bulk transfer wording has been excluded. If required take legal advice due to the exceptionally high costs which can result from a requirement to provide bulk transfers.]

1. Definitions

In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"2013 Regulations"	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) (as amended from time to time);
"Administering Buyer"	in relation to the Fund [insert name] , the relevant Administering Buyer of that Fund for the purposes of the 2013 Regulations;
"Fund Actuary"	the actuary to a Fund appointed by the Administering Buyer of that Fund;
"Fund"	[insert name], a pension fund within the LGPS;
["Initial Contribution Rate"⁶]	[XX %] of pensionable pay (as defined in the 2013 Regulations);
"LGPS"	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;

⁶ We recommend that you seek specific legal advice on this definition.

"LGPS Admission Agreement"	an admission agreement within the meaning in Schedule 1 of the 2013 Regulations;
"LGPS Admission Body"	an admission body (within the meaning of Part 3 of Schedule 2 of the 2013 Regulations);
"LGPS Eligible Employees"	any LGPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the LGPS under an LGPS Admission Agreement;
"LGPS Fair Deal Employees"	any Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the LGPS or a pension scheme that is Broadly Comparable to the LGPS in accordance with the provisions in accordance with the provisions of New Fair Deal and/or the Best Value Direction; ;
"LGPS Regulations"	the 2013 Regulations and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 (SI 2014/525), and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

2. Agency to become an LGPS Admission Body

- 2.1 In accordance with the principles of New Fair Deal and/or the Best Value Direction, the Agency and/or any of its Subcontractors to which the employment of any LGPS Fair Deal Employee compulsorily transfers as a result of either the award of the relevant Contract or a Relevant Transfer, if not a scheme employer which participates automatically in the LGPS, shall each become an LGPS Admission Body by entering into an LGPS Admission Agreement on or before the Relevant Transfer Date to enable the LGPS Fair Deal Employees to retain either continuous active membership of or eligibility for the LGPS on and from the Relevant Transfer Date for so long as they remain employed in connection with the delivery of the Services under the relevant Contract.

OPTION 1⁷

- 2.2 [Any LGPS Fair Deal Employees who:
- 2.2.1 were active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall be admitted to the LGPS with effect on and from the Relevant Transfer Date; and
 - 2.2.2 were eligible to join the LGPS (or a Broadly Comparable pension scheme) but were not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date shall retain the ability to join the LGPS on or after the Relevant Transfer Date if they wish to do so.]

⁷ We recommend that you seek specific legal advice on this clause.

OPTION 2

[Any LGPS Fair Deal Employees whether:

2.2.3 active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date; or

2.2.4 eligible to join the LGPS (or a Broadly Comparable pension scheme) but not active members of the LGPS (or a Broadly Comparable pension scheme) immediately before the Relevant Transfer Date

shall be admitted to the LGPS with effect on and from the Relevant Transfer Date. The Agency shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Fair Deal Employees in any pension scheme other than the LGPS unless they cease to be eligible for membership of the LGPS.]

2.3 The Agency will (and will procure that its Subcontractors (if any) will) provide at its own cost any indemnity, bond or guarantee required by an Administering Buyer in relation to an LGPS Admission Agreement.

3. Broadly Comparable Scheme

3.1 If the Agency and/or any of its Subcontractors is unable to obtain an LGPS Admission Agreement in accordance with paragraph 2.1 because the Administering Buyer will not allow it to participate in the Fund, the Agency shall (and procure that its Subcontractors shall), with effect from the Relevant Transfer Date, offer the LGPS Fair Deal Employees membership of a pension scheme which is Broadly Comparable to LGPS on the Relevant Transfer Date in accordance with the provisions of paragraph 10 of Part D.

3.2 If the Agency and/or any of its Subcontractors becomes an LGPS Admission Body in accordance with paragraph 2.1 but the LGPS Admission Agreement is terminated during the term of the relevant Contract for any reason at a time when the Agency or Subcontractors still employs any LGPS Eligible Employees, the Agency shall (and procure that its Subcontractors shall) at no extra cost to CCS, offer the remaining LGPS Eligible Employees membership of a pension scheme which is Broadly Comparable to the LGPS on the date the LGPS Eligible Employees ceased to participate in the LGPS in accordance with the provisions of paragraph 11 of Part D.

4. Discretionary Benefits

Where the Agency and/or any of its Subcontractors is an LGPS Admission Body, the Agency shall (and procure that its Subcontractors shall) comply with its obligations under regulation 60 of the 2013 Regulations in relation to the preparation of a discretionary policy statement.

5. LGPS RISK SHARING⁸

5.1 Subject to paragraphs 5.4 to 5.10, if at any time during the term of the relevant Contract the Administering Buyer, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Agency or any Subcontractor to pay employer contributions or other payments to the Fund in aggregate in excess of the Initial Contribution Rate, the excess of employer contributions above the Initial Contribution Rate for a Contract

⁸ We recommend that you seek specific legal advice on this clause.

Year (the “Excess Amount”) shall be paid by the Agency or the Subcontractor, as the case may be, and the Agency shall be reimbursed by CCS.

- 5.2 Subject to paragraphs 5.4 to 5.9 and 5.11, if at any time during the term of the relevant Contract, the Administering Buyer, pursuant to the LGPS Admission Agreement or the LGPS Regulations, requires the Agency or any Subcontractor to pay employer contributions or payments to the Fund in aggregate below the Initial Contribution Rate for a Contract Year, the Agency shall reimburse CCS an amount equal to A–B (the “Refund Amount”) where:

A = the amount which would have been paid if contributions and payments had been paid equal to the Initial Contribution Rate for that Contract Year; and

B = the amount of contributions or payments actually paid by the Agency or Subcontractor for that Contract Year, as the case may be, to the Fund.

- 5.3 Subject to paragraphs 5.4 to 5.10, where the Administering Buyer obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Agency or any Subcontractor is required to pay any exit payment under Regulation 64(2) of the 2013 Regulations (the “**Exit Payment**”), such Exit Payment shall be paid by the Agency or any Subcontractor (as the case may be) and the Agency shall be reimbursed by CCS.

- 5.4 The Agency and any Subcontractors shall at all times be responsible for the following costs:

5.4.1 any employer contributions relating to the costs of early retirement benefits arising on redundancy or as a result of business efficiency under Regulation 30(7) of the 2013 Regulations or otherwise;

5.4.2 any payment of Fund benefits to active members on the grounds of ill health or infirmity of mind or body under Regulation 35 of the 2013 Regulations or otherwise;

5.4.3 any payment of Fund benefits to deferred or deferred pensioner members on the grounds of ill health or infirmity of mind or body under Regulation 38 of the 2013 Regulations or otherwise;

5.4.4 any employer contributions relating to the costs of early or flexible retirement where the actuarial reduction is waived in whole or in part or a cost neutral reduction is not applied with the consent of the Agency or any relevant Subcontractor including without limitation any decision made under Regulation 30(8) of the 2013 Regulations or Schedule 2 of The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014;

5.4.5 any employer contributions relating to the costs of enhanced benefits made at the discretion of the Agency or any relevant Subcontractors including without limitation additional pension awarded under Regulation 31 of the 2013 Regulations or otherwise;

5.4.6 any increase to the employer contribution rate resulting from the award of pay increases by the Agency or relevant Subcontractors in respect of all or any of the LGPS Eligible Employees in excess of the pay

⁹ We recommend that you seek specific legal advice on this clause.

- increases assumed in the Fund's most recent actuarial valuation (unless the Agency and/or any Subcontractor is contractually bound to provide such increases on the Relevant Transfer Date);
- 5.4.7 to the extent not covered above, any other costs arising out of or in connection with the exercise of any discretion or the grant of any consent under the LGPS Regulations by the Agency or any relevant Subcontractors where a member does not have an absolute entitlement to that benefit under the LGPS;
 - 5.4.8 any cost of the administration of the Fund that are not met through the Agency's or Subcontractor's employer contribution rate, including without limitation an amount specified in a notice given by the Administering Buyer under Regulation 70 of the 2013 Regulations;
 - 5.4.9 the costs of any reports and advice requested by or arising from an instruction given by the Agency or a Subcontractor from the Fund Actuary; and/or
 - 5.4.10 any interest payable under the 2013 Regulations or LGPS Administration Agreement.
- 5.5 For the purposes of calculating any Exit Payment, Excess Amount or Refund Amount, any part of such an amount which is attributable to any costs which the Agency or Subcontractors are responsible for in accordance with paragraph 5.4 above shall be disregarded and excluded from the calculation. In the event of any dispute as to level of any cost that should be excluded from the calculation, the opinion of the Fund Actuary shall be final and binding.
- 5.6 Where the Administering Buyer obtains an actuarial valuation and a revised rates and adjustment certificate under the LGPS Regulations and/or the terms of the LGPS Admission Agreement when the LGPS Admission Agreement ceases to have effect and the Agency or any Subcontractor receives payment of an exit credit payment under Regulation 64(2) of the 2013 Regulations (the "**Exit Credit**"), the Agency shall (or procure that any Subcontractor shall) reimburse CCS an amount equal to the Exit Credit within twenty (20) Working Days of receipt of the Exit Credit.
- 5.7 The Agency shall (or procure that the Subcontractor shall) notify CCS in writing within twenty (20) Working Days:
- 5.7.1 of the end of each Contract Year of any Excess Amount or Refund Amount due in respect of the Contract Year that has just ended and provide a reasonable summary of how the Excess Amount or Refund Amount was calculated; and
 - 5.7.2 of being informed by the Administering Buyer of any Exit Payment or Exit Credit that is determined by as being due from or to the Agency or a Subcontractor and provide a copy of any revised rates and adjustments certificate detailing the Exit Payment or Exit Credit and its calculation.
- 5.8 Within twenty (20) Working Days of receiving the notification under paragraph 5.7 above, CCS shall either:
- 5.8.1 notify the Agency in writing of its acceptance of the Excess Amount, Refund Amount or Exit Payment;
 - 5.8.2 request further information or evidence about the Excess Amount, Refund Amount or Exit Payment from the Agency; and/or
 - 5.8.3 request a meeting with the Agency to discuss or clarify the information or evidence provided.

- 5.9 Where the Excess Amount, Refund Amount or Exit Payment is agreed following the receipt of further information or evidence or following a meeting in accordance with paragraph 5.8 above, CCS shall notify the Agency in writing. In the event that the Agency and CCS are unable to agree the amount of the Excess Amount, Refund Amount or Exit Payment then they shall follow the Dispute Resolution Procedure.
- 5.10 Any Excess Amount or Exit Payment agreed by CCS or in accordance with the Dispute Resolution Procedure shall be paid by CCS within timescales as agreed between Buyer and Agency. The amount to be paid by CCS shall be an amount equal to the Excess Amount or Exit Payment less an amount equal to any corporation tax relief which has been claimed in respect of the Excess Amount or Exit Payment by the Agency or a Subcontractor.
- 5.11 Any Refund Amount agreed by CCS or in accordance with the Dispute Resolution Procedure as payable by the Agency or any Subcontractor to CCS, shall be paid by the Agency or any Subcontractor forthwith as the liability has been agreed. In the event the Agency or any Subcontractor fails to pay any agreed Refund Amount, CCS shall demand in writing the immediate payment of the agreed Refund Amount by the Agency and the Agency shall make payment within seven (7) Working Days of such demand.
- 5.12 This paragraph 5 shall survive termination of the relevant Contract.

Annex D4: Other Schemes

[Guidance: Placeholder for Pension Schemes other than LGPS, CSPA & NHSPA]

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

1.1 The Agency agrees that within 20 Working Days of the earliest of:

- 1.1.1 receipt of a notification from CCS of a Service Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- 1.1.3 the date which is 12 Months before the end of the Term; and
- 1.1.4 receipt of a written request of CCS at any time (provided that CCS shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Agency's Provisional Agency Personnel List, together with the Staffing Information in relation to the Agency's Provisional Agency Personnel List and it shall provide an updated Agency's Provisional Agency Personnel List at such intervals as are reasonably requested by CCS (and in any event, at least once in every six month period).

1.2 At least 20 Working Days prior to the Service Transfer Date, the Agency shall provide to CCS or at the direction of CCS to any Replacement Agency and/or any Replacement Subcontractor (i) the Agency's Final Agency Personnel List, which shall identify the basis upon which they are Transferring Agency Employees and (ii) the Staffing Information in relation to the Agency's Final Agency Personnel List (insofar as such information has not previously been provided).

1.3 The Buyer shall be permitted to use and disclose information provided by the Agency under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Agency and/or Replacement Subcontractor.

1.4 The Agency warrants, for the benefit of The Buyer, any Replacement Agency, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1, 1.1.2 and 1.1.1, the Agency agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Agency's Provisional Agency Personnel List and shall not without the approval of CCS (not to be unreasonably withheld or delayed):

:

- 1.5.1 replace or re-deploy any Agency Staff listed on the Agency Provisional Agency Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces
- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Agency Staff (including pensions and any payments connected with the termination of employment);

- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Agency Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Agency's Provisional Agency Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Agency's Provisional Agency Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, CCS or, at the direction of CCS, any Replacement Agency and any Replacement Subcontractor of any notice to terminate employment given by the Agency or relevant Subcontractor or received from any persons listed on the Agency's Provisional Agency Personnel List regardless of when such notice takes effect.

- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, CCS may make written requests to the Agency for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Agency shall provide, and shall procure that each Subcontractor shall provide, to CCS such information as CCS may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

- 1.7 The Agency shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to CCS, any Replacement Agency and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Agency Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Agency Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Agency shall provide, and shall procure that each Subcontractor shall provide, to CCS or, at the direction of CCS, to any Replacement Agency and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Agency's Final Agency Personnel List who is a Transferring Agency Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;

- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Agency acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Agency and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Agency agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Agency and the Transferring Agency Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Agency and/or a Replacement Subcontractor (as the case may be) and each such Transferring Agency Employee.
- 2.2 The Agency shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Agency Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Agency Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Agency and/or the Subcontractor (as appropriate); and (ii) the Replacement Agency and/or Replacement Subcontractor.
- 2.3 Subject to Paragraph 2.4, the Agency shall indemnify CCS and/or the Replacement Agency and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:
 - 2.3.1 any act or omission of the Agency or any Subcontractor in respect of any Transferring Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Agency Employee whether occurring before, on or after the Service Transfer Date;
 - 2.3.2 the breach or non-observance by the Agency or any Subcontractor occurring on or before the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Agency Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Agency Employees which the Agency or any Subcontractor is contractually bound to honour;

- 2.3.3 any claim by any trade union or other body or person representing any Transferring Agency Employees arising from or connected with any failure by the Agency or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
 - 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Agency Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - (b) in relation to any employee who is not identified in the Agency's Final Agency Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Agency to CCS and/or Replacement Agency and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
 - 2.3.5 a failure of the Agency or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Agency Employees in respect of the period up to (and including) the Service Transfer Date);
 - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Agency or any Subcontractor other than a Transferring Agency Employee identified in the Agency's Final Agency Personnel List for whom it is alleged CCS and/or the Replacement Agency and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations; and
 - 2.3.7 any claim made by or in respect of a Transferring Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Agency Employee relating to any act or omission of the Agency or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by CCS and/or Replacement Agency to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Agency and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:
- 2.4.1 arising out of the resignation of any Transferring Agency Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement

- Agency and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
- 2.4.2 arising from the Replacement Agency's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Agency's Final Agency Employee List claims, or it is determined in relation to any employees of the Agency, that his/her contract of employment has been transferred from the Agency to the Replacement Agency and/or Replacement Subcontractor pursuant to the Employment Regulations, then:
- 2.5.1 CCS shall procure that the Replacement Agency and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify CCS and the Agency in writing; and
- 2.5.2 the Agency may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Agency and/or Replacement Subcontractor.
- 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Agency or a Subcontractor, Buyer shall procure that the Replacement Agency shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
- 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer has been made:
- 2.7.2 such offer has been made but not accepted; or
- 2.7.3 the situation has not otherwise been resolved
- CCS shall advise the Replacement Agency and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Agency's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Agency will indemnify the Replacement Agency and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Agency's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Agency takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- 2.9.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Agency and/or Replacement Subcontractor, or

- (b) any claim that the termination of employment was unfair because the Replacement Agency and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Agency and/or Replacement Subcontractor to the Agency within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Agency or any Subcontractor nor dismissed by the Replacement Agency and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Agency Employee. .

2.11 The Agency shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Agency's Final Agency Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

(c) the Agency and/or any Subcontractor; and

(d) the Replacement Agency and/or the Replacement Subcontractor.

2.12 The Agency shall, and shall procure that each Subcontractor shall, promptly provide CCS and any Replacement Agency and/or Replacement Subcontractor, in writing such information as is necessary to enable CCS, the Replacement Agency and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Agency and/or Replacement Subcontractor, shall promptly provide to the Agency and each Subcontractor in writing such information as is necessary to enable the Agency and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.1214, CCS shall procure that the Replacement Agency indemnifies the Agency on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

2.13.1 any act or omission of the Replacement Agency and/or Replacement Subcontractor in respect of any Transferring Agency Employee in the

- Agency's Final Agency Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Agency Employee;
- 2.13.2 the breach or non-observance by the Replacement Agency and/or Replacement Subcontractor on or after the Service Transfer Date of:
- (a) any collective agreement applicable to the Transferring Agency Employees identified in the Agency's Final Agency Personnel List; and/or
 - (b) any custom or practice in respect of any Transferring Agency Employees identified in the Agency's Final Agency Personnel List which the Replacement Agency and/or Replacement Subcontractor is contractually bound to honour;
- 2.13.3 any claim by any trade union or other body or person representing any Transferring Agency Employees identified in the Agency's Final Agency Personnel List arising from or connected with any failure by the Replacement Agency and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.13.4 any proposal by the Replacement Agency and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Agency Employees identified in the Agency's Final Agency Personnel List on or after their transfer to the Replacement Agency or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Agency's Final Agency Personnel List who would have been a Transferring Agency Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Agency or Replacement Subcontractor to, or in respect of, any Transferring Agency Employee identified in the Agency's Final Agency Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Agency in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Agency Employee identified in the Agency's Final Agency Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and

- (b) in relation to any employee who is not a Transferring Agency Employee identified in the Agency's Final Agency Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Agency or Subcontractor, to the Replacement Agency or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Agency or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Agency Employees identified in the Agency's Final Agency Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Agency Employee identified in the Agency's Final Agency Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Agency Employee relating to any act or omission of the Replacement Agency or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.

The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Agency and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Agency and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

FRAMEWORK SCHEDULE 12: BUSINESS CONTINUITY AND DISASTER RECOVERY

1. DEFINITIONS

1.1 In this Schedule 12, the following definitions shall apply:

"Business Continuity Plan" or "BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable)
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Services following the occurrence of a Disaster;
"Related Supplier"	any person who provides goods and/or Services to a Buyer which are related to the Services from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule;
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR PLAN

2.1 The Buyer and the Agency recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

2.2 At least ninety (90) Working Days prior to the Start Date the Agency shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Agency shall follow to:

- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
- 2.2.2 the recovery of the Deliverables in the event of a Disaster

2.3 The BCDR Plan shall be divided into three sections:

- 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
- 2.3.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and

2.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").

2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. 3. General Principles of the BCDR Plan (Section 1) Section 1 of the BCDR Plan shall:

- 3.5.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.5.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the provision of the Services and any services provided to CCS by a Related Supplier;
- 3.5.3 contain an obligation upon the Agency to liaise with CCS and (at CCS's request) any Related Suppliers with respect to business continuity and disaster recovery;
- 3.5.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of CCS and any of its other Related Supplier in each case as notified to the Agency by CCS from time to time;
- 3.5.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels;
- 3.5.6 contain a risk analysis, including:
 - 3.5.6.1 failure or disruption scenarios and assessments likely frequency of occurrence;
 - 3.5.6.2 identification of any single points of failure within the provision of Services and processes for managing those risks;
 - 3.5.6.3 identification of risks arising from the interaction of the provision of Services and with the services provided by a Related Supplier; and
 - 3.5.6.4 a business impact analysis of different anticipated failures or disruptions;
- 3.5.7 provide for documentation of processes, including business processes, and procedures;
- 3.5.8 set out key contact details (including roles and responsibilities) for the Agency (and any Sub-Contractors) and for CCS;
- 3.5.9 identify the procedures for reverting to "normal service";
- 3.5.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.5.11 identify the responsibilities (if any) that CCS has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.5.12 provide for the provision of technical assistance to key contacts at CCS to inform decisions in support of CCS's business continuity plans.

3.6 The BCDR Plan shall be designed so as to ensure that:

- 3.6.1 the Services are provided in accordance with this Framework Agreement and any Call-Off Contract at all times during and after the invocation of the BCDR Plan;
- 3.6.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
- 3.6.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
- 3.6.4 it details a process for the management of disaster recovery testing.
- 3.7 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the provision of Services.
- 3.8 The Agency shall not be entitled to any relief from its obligations under the KPIs or any service levels in any relevant Call-Off Contract or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Agency of this Framework Agreement Contract.

4. BUSINESS CONTINUITY (SECTION 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Services; and
 - 4.1.2 the steps to be taken by the Agency upon resumption of the provision of Services in order to address any prevailing effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Services;
 - 4.2.2 set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services;
 - 4.2.3 specify any applicable KPIs with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the KPIs and/or service levels during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. DISASTER RECOVERY (SECTION 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed so as to ensure that upon the occurrence of a Disaster the Agency ensures continuity of the business operations of CCS supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Agency's Disaster Recovery Plan shall include an approach to business continuity and disaster recovery that addresses the following:

- 5.2.1 loss of access to the Buyer Premises;
- 5.2.2 loss of utilities to the Buyer Premises;
- 5.2.3 loss of the Supplier's helpdesk or CAFM system;
- 5.2.4 loss of a Subcontractor;
- 5.2.5 emergency notification and escalation process;
- 5.2.6 contact lists;
- 5.2.7 staff training and awareness;
- 5.2.8 BCDR Plan testing;
- 5.2.9 post implementation review process;
- 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- 5.2.11 details of how the Agency shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.2.12 access controls to any disaster recovery sites used by the Agency in relation to its obligations pursuant to this Schedule; and
- 5.2.13 testing and management arrangements.

6. REVIEW AND CHANGING THE BCDR PLAN

- 6.1 The Agency shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) months;
 - 6.1.2 within three (3) calendar months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 7; and
 - 6.1.3 where CCS requests any additional reviews (over and above those provided for in paragraphs 6.1.1 and 6.1.2 of this Schedule) by notifying the Agency to such effect in writing, whereupon the Agency shall conduct such reviews in accordance with CCS's written requirements. Prior to starting its review, the Agency shall provide an accurate written estimate of the total costs payable by CCS for CCS's approval. The costs of both Parties of any such additional reviews shall be met by CCS except that the Agency shall not be entitled to charge CCS for any costs that it may incur above any estimate without CCS's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to paragraph 6.1 of this Schedule shall assess its suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Agency within such period as CCS shall reasonably require.

- 6.3 The Agency shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to CCS a report (a **“Review Report”**) setting out the Agency's proposals (the **“Supplier's Proposals”**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
 - 6.3.1 the findings of the review;
 - 6.3.2 any changes in the risk profile associated with the provision of Services; and
 - 6.3.3 the Agency's proposals (the **“Supplier's Proposals”**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Agency can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any goods, services or systems provided by a third party.
- 6.4 Following receipt of the Review Report and the Agency's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.:
- 6.5 The Agency shall as soon as is reasonably practicable after receiving CCS's approval of the Agency's Proposals effect any change in its practices or procedures necessary so as to give effect to the Agency's Proposals. Any such change shall be at the Agency's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

7. TESTING OF THE BCDR PLAN

- 7.1 The Agency shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
 - 7.1.4
- 7.2 If CCS requires an additional test of the BCDR Plan, it shall give the Agency written notice and the Agency shall conduct the test in accordance with CCS's requirements and the relevant provisions of the BCDR Plan. The Agency's costs of the additional test shall be borne by CCS unless the BCDR Plan fails the additional test in which case the Agency's costs of that failed test shall be borne by the Agency.
- 7.3 The Agency shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of CCS and shall liaise with CCS in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of CCS.
- 7.4 The Agency shall ensure that any use by it or any Sub-Contractor of “live” data in such testing is first approved with CCS. Copies of live test data used in any such testing shall be (if so required by CCS) destroyed or returned to CCS on completion of the test.
- 7.5 The Agency shall, within twenty (20) Working Days of the conclusion of each test, provide to CCS a report setting out:

- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Agency's proposals for remedying any such failures.
- 7.6 Following each test, the Agency shall take all measures requested by CCS to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Agency, at its own cost, by the date reasonably required by CCS.

8. INVOCATION OF THE BCDR PLAN

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Agency shall immediately invoke the BCDR Plan (and shall inform CCS promptly of such invocation). In all other instances the Agency shall invoke or test the BCDR Plan only with the prior consent of CCS.

9. CIRCUMSTANCES BEYOND YOUR CONTROL

- 9.1 The Agency shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

FRAMEWORK SCHEDULE 13: AUDITOR NON-DISCLOSURE AGREEMENT

Mutual Nondisclosure Agreement

between

[Agency] and **[Auditor]**

This Nondisclosure Agreement (the "Agreement"), effective as of **[]**, 20**[]** (the "Effective Date"), is by and between **[Insert name of Auditor]** ("Auditor"), with offices located at **[insert address]**, and **[insert name of Agency]** (the "Agency"), with offices located at **[insert address]**.

Client desires that Agency provide Auditor with certain confidential information for the purposes of Auditor providing services to Auditor's and Agency's (the "Parties") mutual client, **[Client Name]** (the "Client"), in accordance with the framework reference **[xxx]** (the "Framework"). This agreement is specifically with respect to an assessment of the **[performance of the services under the Framework ("Performance Audit") / compliancy with this Framework ("Financial Audit")]** by the Agency in the **[specify country]** (the "Purpose").

For the purposes of this Agreement the following terms shall have the meanings set out below:

"CCS" – means The Minister for the Cabinet Office, represented by the Crown Commercial Service, 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP and such other body carrying the same or similar functions to CCS from time to time.

"Crown Body" – means any department, office or agency of the Crown.

"FOIA" – means the Freedom of Information Act 2000 and any subordinate legislation made under that Act, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Crown Body in relation to such legislation.

"GCS" – means the central function for government communications at the Cabinet Office and such other body carrying the same or similar functions to GCS from time to time.

Therefore, it is agreed as follows:

1. During the course of the Purpose, a party (the "Disclosing Party") may provide access to or disclose, whether orally or in writing or by access to computer systems or data, to the other party (the "Recipient") information and/or processes which the Disclosing Party considers confidential and which (a) relates to the Disclosing Party's past, present and future research, development, business activities, products, software, services, fees, pricing and technical knowledge, and / or (b) relates to the Client; and / or (c) has been identified as confidential or would be understood to be confidential by a reasonable person under the circumstances ("Confidential Information"). Confidential Information shall also include, without limitation, all information regarding Disclosing Party's and its affiliates' compensation and rates whether obtained from media vendors or other suppliers, financial information and materials, trade secrets, and proprietary and confidential technical, marketing, and business information and the like relating to customers, suppliers, clients, or otherwise to a Disclosing Party's and its affiliates' business or potential interests which are supplied to or received by Recipient.
2. Confidential Information shall not include information that:
 - a. Is rightfully known to Recipient prior to its disclosure hereunder without an obligation to keep it confidential; or

- b. Is disclosed by Disclosing Party to any other person or entity (including governmental agencies) without restriction or other expectation of confidentiality (other than in the case of (i) an inadvertent disclosure of such information or (ii) a disclosure in breach of a confidentiality obligation); or
 - c. Is independently developed by Recipient without use of or reliance on Confidential Information; or
 - d. Is or becomes publicly available without violation of this Agreement or may be lawfully obtained by Recipient from a non-party who is not required to maintain its confidentiality.
- 3. Recipient agrees to take reasonable measures to protect the confidentiality of the Disclosing Party's Confidential Information that it receives, but no less than the standard of care Recipient applies to its own confidential information and, except as requested or directed by the Disclosing Party, or as permitted in this Agreement, Recipient will not disclose the Disclosing Party's Confidential Information to third parties without the Disclosing Party's prior consent.
- 4. Auditor may disclose Agency's Confidential Information (i) solely to Client (CCS, GCS or any other Crown Body provided that the Client informs the recipient Crown Body of the confidential nature of the Confidential Information) in furtherance of the Purpose and in a manner consistent with clause 5; (ii) pursuant to the requirements of the FOIA or the Environmental Information Regulations 2004. The Agency acknowledges that public bodies including the Client, CCS, GCS and other Crown Bodies, may be required under the FOIA or the Environmental Information Regulations 2004 to disclose information including the Confidential Information disclosed to the Client, CCS, GCS or other Crown Body by the Auditor as allowed by this Agreement without consulting or obtaining consent from the Agency; (iii) to the extent the need for disclosure arises for the purpose of the examination and certification of the accounts of the Client, CCS, GCS or other Crown Body or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client, CCS or relevant Crown Body is carrying out its public functions; (iv) if the Client, CCS, GCS or Crown Body has reasonable grounds to believe that the Agency is involved in activity that may constitute a serious criminal offence and the disclosure is made to a relevant investigating enforcement authority; (v) as may be requested or directed by Agency in connection with the Purpose; and (vi) to its subsidiaries or other member firms and other parties that Auditor engages to assist with its back office business operations (e.g. IT support, outsourcers), and/or for internal, administrative and/or regulatory compliance purposes who reasonably require access to such information for purposes of the Purpose ("Auditor Disclosee"); provided that such Auditor Disclosee have been informed of the confidential nature of the Agency's Confidential Information and agree to be bound by confidentiality obligations to Auditor commensurate with the terms hereof. Notwithstanding the foregoing, Auditor shall be responsible for all Confidential Information provided to any Auditor Disclosee. For the avoidance of doubt, Auditor shall not use Confidential Information for any purpose other than the Purpose and Auditor is not permitted to use any Confidential Information provided by Agency to Auditor including Client's media pricing and / or efficiency data, whether in aggregated and anonymised form or not, for the purpose of media pricing and / or media efficiency comparative audit services (including the development or enhancement of any media pricing, quality or efficiency comparative pools) for either itself or Auditor's other clients.
- 5. **[Auditor and Agency will discuss the following provision with the Client prior to execution of the NDA].** Without Agency's written consent, Auditor will not

disclose, even in an anonymised manner, any of Agency's Confidential Information to the Client relating to the Agency's or its affiliates':

- a. agreements with vendors (including agency volume rebate agreements) or total agency billings information or rebate by media type (e.g. TV);
- b. risk management systems;
- c. profit and loss account information;
- d. trade secrets, information relating to your other clients;
- e. policies and procedures;
- f. any salary, payroll and personnel records; or
- g. any research, technology or methodology.

Nothing in this clause 5 shall prevent Auditor from recalculating amounts pertaining to the Client's account, and disclosing the amount and nature of any discrepancy to the Client, it being understood that Auditor will endeavour to disclose the minimum necessary for the Purpose.

6. Notwithstanding anything to the contrary in this Agreement, the Recipient may disclose the Disclosing Party's Confidential Information as may be required by applicable law, statute, rule or regulation (including any court order, subpoena or other similar form of legal process) with which the Recipient is legally bound to comply, or by professional standards. In such instance, Recipient shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement to the contrary) provide the Disclosing Party with prior written notice (if permitted by law) so that the Disclosing Party may object to the request and/or seek an appropriate protective order. In the event that such protective order is not obtained, the Recipient shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature.
7. All of the Disclosing Party's Confidential Information provided to the Disclosing Party and any copies thereof or derivatives thereof in whatever form shall be returned to the Disclosing Party upon request or upon completion or termination of the Purpose. Notwithstanding the foregoing or anything to the contrary, Auditor may retain its work papers, the deliverables and the Agency's Confidential Information to comply with its obligations to CCS, its document retention policies, applicable law, rule, regulation or professional standards. Any information so retained shall be maintained in confidence in accordance with this Agreement and not subject to clause 9 below.
8. Recipient recognizes the confidential and proprietary nature of the Disclosing Party's Confidential Information and acknowledges that in the event of a breach of this Agreement, the Disclosing Party may suffer irreparable harm. Accordingly, Disclosing Party shall be entitled to seek injunctive relief in the event of a breach or threatened breach of this Agreement, as well as all other applicable remedies at law or in equity.
9. **[Auditor and Agency will discuss the following provision with the client prior to execution of the NDA].** Auditor will provide Agency with all findings that will be included within its draft audit report, with relevant workings where applicable, including the basis of calculation of any under-reporting, but excluding any process findings that relate to the Client, 5 (five) business days prior to issuing its report relating to the Purpose to the Client, in order to give Agency the opportunity to comment on the findings. Auditor will accept Agency's comments at Auditor's sole discretion.

10. This Agreement shall be governed and construed pursuant to the laws of England and Wales, without giving effect to any conflict-of-law provisions that would require the laws of another jurisdiction to apply and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute (contractual or non-contractual arising from it).
11. Auditor's confidentiality obligations under this Agreement will terminate upon three years from date of execution.
12. No license or other right is hereby granted, either express or implied, to either party: (i) with respect to the Confidential Information; or (ii) under any patent, patent application, copyright, trademark or other proprietary right now or hereafter owned or controlled by Agency or one of its affiliates.
13. No party to this Agreement may assign or transfer this Agreement, or any rights, obligations, claims or proceeds from claims arising under it, without the prior written consent of the other party, and any assignment without such consent shall be void and invalid.
14. Each party's aggregate liability to the other party for all claims, losses, liabilities or damages in connection with this Agreement or its subject matter, whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to no more than [insert amount and currency – £XXX]. In addition, neither party will be liable to the other party in any event for lost profits, consequential, indirect, punitive, exemplary or special damages. Also, neither party shall have any liability to the other party arising from nor relating to any third party hardware, software, information or materials selected or supplied by or on behalf of the other party.
15. Confidential Information disclosed by Disclosing Party shall not constitute any representation, warranty, assurance, guarantee or inducement of any kind, including with respect to the non-infringement of intellectual property or other rights of third parties. Disclosing Party disclaims any and all liability that may be based on the Confidential Information (including any errors or omissions with respect thereto).
16. The Parties agree that this Agreement does not modify the existing agreements between Agency and Client and the existing agreements between Auditor and Client (the "Existing Agreements").
17. If all or any portion of a provision of this Agreement is found to be unenforceable or invalid, the remainder of such provision and this Agreement shall be enforced to the maximum extent permitted by law.
18. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single document between the parties. Counterparts may be exchanged by facsimile, or attached as a pdf, jpeg, or similar file type to an email.
19. This Agreement represents the entire agreement between the Parties hereto with regard to the subject matter hereof, and supersedes any prior understandings, proposals or agreements, if any, between Auditor and Agency concerning either party's Confidential Information as it relates to the Purpose. Any changes to this Agreement must be agreed by the parties in writing.

20. IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative as of the Effective Date.

[Auditor]

[Agency]:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SCHEDULE 14 PROCESSING, PERSONAL DATA AND DATA SUBJECTS

(LOTS 1, 2, 3 AND 5 ONLY)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Agency the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Agency amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

22. The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;

- (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Agency is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: **[Insert Contact details]**
- 1.2 The contact details of the Supplier's Data Protection Officer are: **[Insert Contact details]**
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Agency is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Agency is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing by the Agency is determined by the Relevant Authority] <p>The Agency is Controller and the Relevant Authority is Processor</p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Agency is the Controller and the Relevant Authority is the Processor in accordance with paragraph 3 to paragraph 16 of the following Personal Data:</i></p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] <p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together] <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Business contact details of Agency Personnel for which the Agency is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Agency Personnel) engaged in the performance of</i>

	<p><i>the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i></p> <ul style="list-style-type: none"> • [Insert] <i>the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Agency has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Agency comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</i> <p>[Guidance] <i>where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</i></p>
Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates]</i>
Nature and purposes of the Processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 3-16 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 18-28 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Relevant Authority]:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Agency and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every [x] months on:
 - (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;

- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;

- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3. **Data Protection Breach**

3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the

Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

4. **Audit**

4.1 The Agency shall permit:

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Agency so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Agency to assist in the provision of the Deliverables.

4.2 The Relevant Authority may, in its sole discretion, require the Agency to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. **Impact Assessments**

5.1 The Parties shall:

- (a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and

- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6. **ICO Guidance**

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Agency amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. **Liabilities for Data Protection Breach**

[Guidance: This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Agency for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Agency shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (b) if in the view of the Information Commissioner, the Agency is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Agency shall be responsible for the payment of these Financial Penalties. The Agency will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Agency shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).

- 7.2 If either the Relevant Authority or the Agency is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where

both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the “Claim Losses”):

- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
- (b) if the Agency is responsible for the relevant Personal Data Breach, then the Agency shall be responsible for the Claim Losses: and
- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Agency shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Agency reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

8. **Termination**

If the Agency is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Agency in accordance with Clause 10 of the Core Terms (*Ending the contract*).

9. **Sub-Processing**

9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. **Data Retention**

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be

necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

1. The Agency shall comply with any further written instructions with respect to processing by CCS and/or the Client.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	

SCHEDULE 15 AGENCY STAFF LIST

[This list will be populated prior to the Launch Date]

SCHEDULE 16 CORPORATE SOCIAL RESPONSIBILITY

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Agency Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Agency acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Agency and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to The Agency from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Agency shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Agency:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Agency Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
 - 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
 - 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.

- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Agency shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Agency Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.4 record all disciplinary measures taken against Agency Staff; and
- 4.1.5 ensure that Agency Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Agency shall:

- 5.1.1 ensure that the working hours of Agency Staff comply with national laws, and any collective agreements;

- 5.1.2 that the working hours of Agency Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
 - 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;
- by individuals and by the Agency Staff as a whole;
- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 5.3.1 this is allowed by national law;
 - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Agency Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

APPENDIX A: General Requirements Services Specification

Applies to all Lots

Media Services Framework Agreement (RM6123)

General Requirements Services Specification

1. Introduction and Background

The purpose of this Framework Agreement is to provide individual central government departments, arms length bodies (ALB), non-departmental public bodies (NDPB) and public sector organisations with a comprehensive Framework Agreement for Services related to paid advertising. This Framework Agreement will facilitate investments that will achieve the best mix of quality and effectiveness for the least outlay,

This section sets out the overarching standards of the Services that the Agencies are required to provide to the Clients under this Framework Agreement and the relevant Call-Off Contracts. Following this section is a section for each of the individual Lots. Each Lot begins with a clear definition of the role of the Agency or Agencies awarded under that Lot and then provides a description of the scope of work that makes up the Service including any specific Deliverable applicable to each of those scopes.

The Agencies shall:

- 1.1. deliver innovative, best in class Services to achieve desired Client outcomes.
- 1.2. be capable of delivering value for money, as well as providing excellent customer service.
- 1.3. be willing and capable of working in partnership with other agencies and specialists to deliver the Client requirements.
- 1.4. act in an open and transparent manner with CCS and the Clients in delivering the Services and otherwise under this Framework Agreement, in particular being open and transparent in relation to the Charges, the placement of media or generation of revenue and the access to and provision of data, information and or reporting in relation to the Services.
- 1.5. This Framework Agreement is essential to the delivery of Public Service Communications. The Agencies will (if required) co-operate and work with agencies on any of the other Crown Commercial Service agreements.

2. Framework Scope

- 2.1. The Agencies shall be required to deliver Services for the Lot(s) they are bidding for, throughout the United Kingdom (on a National, regional and local basis) and international locations.
- 2.2. **For each Call-Off Contract under this Framework Agreement the Client will provide a Brief and the outcome to be achieved in accordance with the Call-Off Procedure, which is in Framework**

Schedule 7 - Call-Off Award Procedure of this Framework Agreement.

- 2.3. The Agencies shall ensure all subcontracting arrangements comply with the Core Terms of this Framework Agreement .
- 2.4. Agencies can only subcontract to deliver Services within the scope of their Lot.

3. Clients

- 3.1. This Framework Agreement covers requirements across a wide and diverse Client base. The Agencies shall support the varied requirements and budgets of all Clients irrespective of size.
- 3.2. Clients of this Framework Agreement will require service delivery both in the UK and international locations. Clients may specify additional data reporting requirements in their Call-Off Contracts.
- 3.3. Client Personnel
 - 3.3.1. The Client will allocate suitable personnel with appropriate levels of experience and seniority to work with the Agencies(s). The Agencies(s) acknowledge and agree that it may be necessary for the Client to replace the personnel working with the Agencies with alternative personnel with similar levels of seniority and experience.
 - 3.3.2. Client Briefs
 - 3.3.2.1. For each Call-Off Contract, the Client will provide a Brief detailing what is needed from the Agencies and the outcome to be achieved. The Agencies shall adopt and accept a flexible approach to the management of the Brief and both electronic and paper-based Briefs shall be accepted. The Agencies shall follow the Call-Off Award Procedure. This is different for Lot 4 where the Call-Off Contract itself will detail the requirements of the Agency in line with the Services under that Lot.
 - 3.3.2.2. The Agencies shall only commence work on Briefs when both Parties have either signed the relevant Letter of Appointment or the Agencies have received written confirmation to proceed with the Brief. This is different for Lot 4 where the Call-Off Contract itself will determine when the Services will commence.

4. Required Services: Summary

- 4.1. The Agencies will be required to provide Services in relation to the supply of the Services to Clients including:

- 4.1.1. taking Orders for the Services from Clients;
- 4.1.2. undertaking to meet all Client requirements;
- 4.1.3. complying with any Key Performance Indicators and service levels, and any reporting requirements;
- 4.1.4. complying with CCS's Management Information requirements;
- 4.1.5. providing a dedicated senior account manager to resolve any issues arising from the Framework Agreement and/or Client Call-Off Contract;
- 4.1.6. providing a support function to deal with Client enquiries and issues;
- 4.1.7. conforming to the Charging Structure;
- 4.1.8. undertaking any billing requirements.

5. Required Services: Account Management

- 5.1. The Agencies shall provide comprehensive account management Services to the Client. Clients will have varying service requirements and spend levels, therefore the Agency's team structure and approach shall reflect this flexible requirement, avoiding a "one-size fits all" approach.
- 5.2. The Agency's structure and resource profile shall be capable of adapting to changing requirements and service levels during the term of this Framework Agreement and the Call-Off Contracts.
- 5.3. The Agencies will provide sufficient resources for out of hours, emergency, bank holiday periods and ensure sufficient resilience and back-up expertise is available when needed for Clients.
- 5.4. The Agencies will deliver an agile solution that provides for each and every Client, regardless of macro factors (for example but not limited to, emergency campaigns, unplanned pauses) whilst mitigating impact on budgets.
- 5.5. If required by the Client, the Agencies will allocate specific named account teams.
- 5.6. The Agencies will have a clear and simple escalation process for the Clients and subcontractors.

6. Required Services: Working with others

- 6.1. The Agencies will be required to:
 - 6.1.1. work collaboratively on projects with other Clients of this Framework Agreement, and

- 6.1.2. manage multiple relationships with the Client and Client related Partners at the Call-Off Contract level to ensure greater value and best results for the Client.

7. Required Services: Reporting and analysis

- 7.1. The Agencies shall provide reporting and analysis on all aspects of the Services being provided to the Client, in particular, the Agencies shall:
 - 7.1.1. provide Management Information detailing work carried out by the Agencies on the basis of the billable charged hours as outlined in Framework Schedule 5 of the Framework Agreement (Management Charges and Information).
 - 7.1.2. work with the Client and use reasonable endeavours to ensure advertising technology platforms and any other systems used to collect and/or store data on the Client's behalf are compatible with the Client's data management systems.
 - 7.1.3. The below table should be used by the Agency/ ies to inform where reporting requirements should be directed to within the CCS Media Framework Team.

CCS Point of Contact/ Owner	Reporting Requirement
Media Category Manager	All Lots - Framework KPI deliverables, Reporting requirements outlined within the scope and specification.
Media Lead	Wider initiatives, for example but not limited to cross Framework initiatives, added value project outputs, CCS/ GCS initiatives as defined during the term of the Framework.
Head of Media Commercial Agreements	Reporting escalations, breaches of KPI targets, significant risks or issues to delivery of service.

8. Data and Technology Standards

All agencies are expected to adhere to the key Government data and technology standards alongside the best practice guidance outlined below. These are the standards that departments, commercial teams and supporting organisations across Government abide by. They are produced, published and mandated by the Central Digital & Data Office (CDDO). More information on the CDDO can be found here: <https://www.gov.uk/government/organisations/central-digital-and-data-office/about>

- 8.1. Data Standards:

- **Open Standards for Government Data and Technology**
<https://www.gov.uk/government/collections/open-standards-for-government-data-and-technology>
 This lays out best-practice approaches for exchanging, formatting and describing data both by HMG and suppliers. Adopting these standards will enable an Agency to best integrate with Clients across government at scale, which is especially important to support the principles of data democratisation and transparency over the lifetime of the framework.

- **Government Data Ethics Framework**
<https://www.gov.uk/government/publications/data-ethics-framework>
 This set out best practices that should be followed, especially when agencies are using HMG data to deliver framework services.

8.2. Technology Standards

- **The Technology Code of Practice,**
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
 This was produced by the CDDO and is a set of cross-government criteria to help design, build and buy technology solutions for the Government. This also includes Government API technical and data standards:
<https://www.gov.uk/government/collections/api-design-guidance>
 Both of these can support how Agencies should select technology solutions to deliver framework services.
- **The NCSC Cloud Security Guidance**
<https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles>
 This provides 14 best practice security principles for all organisations to follow when it comes to developing and using cloud technologies.
- **ISO/IEC 27001 Accreditation**
<https://www.iso.org/standard/54534.html>
 Agencies must already have in place or have the ability to put in place by the framework commencement date a valid and current ISO/IEC 27001, or an equivalent accreditation, or can demonstrate they have internal information security policies in place that adhere to the requirements of ISO/IEC 27001 Information Security Management Systems (or equivalent). Where Agencies propose to use key subcontractors to carry out the services and these key subcontractors shall be involved in handling sensitive and personal information with regard to the services, such key subcontractors will have in place a valid ISO/IEC 27001 Accreditation by the framework commencement date.
- **Cyber Essentials Basic Accreditation**
<https://www.ncsc.gov.uk/cyberessentials/overview>

Agencies must already have in place or have the ability to put in place by the framework commencement date a valid Cyber Essentials Basic accreditation, which has been awarded by one of the government approved Cyber Essentials accreditation bodies. Where Agencies propose to use key subcontractors to carry out the services and these key subcontractors shall be involved in handling sensitive and personal information with regard to the services, such key subcontractors will have in place a valid Cyber Essentials Basic certificate by the framework commencement date.

9. Pricing Transparency

- 9.1. Where applicable, the Agencies will disclose to the Client any commission, discount or rebate earned by the Agencies arising in respect of third party costs. The Client will receive the full benefit of such commission, discounts or rebates.

10. Travel and Related Costs

- 10.1. There shall be no automatic entitlement to payment and/or reimbursement of travel costs, travel time or subsistence under this Framework Agreement. Policies for travel and travel-related expenses will vary between Clients. Submitted Agency rates against this Framework shall be exclusive of travel and subsistence.
- 10.2. CCS and/or Clients shall specify the requirements, policies and arrangements for travel costs, travel-related costs, travel time and subsistence in the Call Off Contract, including whether travel and travel-related expenses shall be payable or not.
- 10.3. If CCS and/or Clients specify that travel and travel-related costs can be paid then the travel will be undertaken in accordance with the agreed Travel Policy of CCS and/or the Client.

11. Contracting arrangements

- 11.1. Clients can select different types of contracting arrangements to suit their needs including but not limited to:
- 11.2. Project or Campaign Agreement for a specified campaign or for a defined period covering multiple Campaigns.
- 11.3. Standby Agreement for a fixed period of time to work on any number of Projects or campaigns . Payment for this arrangement is per Campaign and no work is committed.
- 11.4. Retainer Agreement for a fixed period of time where the Client agrees to pay the Agency a firm retainer fee on a regular basis.
- 11.5. With the exception of Lot 4 , contracts must not exceed a four year period including any extensions.

12. Cross Framework Initiatives

- 12.1. The Agencies under this Framework Agreement may from time to time be invited to participate in projects and initiatives with Agencies on other Lots on this Framework Agreement, CCS or Government Communication Services.

13. Cross Framework Case Studies

- 13.1. Agencies are encouraged to always share case studies of great work delivered for Clients under this Framework Agreement. The Agency and/ or Agencies under this Framework Agreement are expected to deliver a minimum of 1 case study per contract year to CCS (where call-offs have taken place).

14. Restriction on Naming

- 14.1. No Agency in this Agreement shall in arranging its organisation to deliver Services under this Framework adopt or continue any brand name implicitly or explicitly referencing, inferring or signalling its delivery of servicing to any particular customer or customer group using this Framework Agreement without the express permission of CCS. In addition, where it seeks to adopt or continue a brand name referring to its provision of Services to the Government it shall seek the additional approval of GCS to do so.

15. Social Value

- 15.1. Social Value legislation and guidance places a legal requirement on all public bodies to consider the additional social, economic and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity, to deliver them. These benefits are over and above the core deliverables of contracts. More information on Social Value can be found at: <https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources>.
- 15.2. This Framework Contract requires the Agency to embed social value into all Call-Off Contracts, in line with the Social Value Act 2012 or subsequent government initiatives to enable the effective implementation of the Act.

- 15.3. As a condition of participating on this framework contract, CCS requires Agencies on this Framework Contract to demonstrate they are committed to report on the impact of social value throughout the lifetime of the Framework Contract to CCS, every 12 months from the Framework Start Date.
- 15.4. Agencies must provide evidence of their commitment to social value and demonstrate an ability and willingness to work with Clients to identify and help further their social value requirements in all Call-Off Contracts. To satisfy this requirement, Agencies must agree to provide or deliver reasonable and proportionate social value benefits within all Call-off Contracts.
- 15.5. Agencies should consider the following policy themes, and outcomes as a minimum:
- **COVID-19 recovery;**
Help local communities to manage and recover from the impact
 - **Tackling economic inequality;**
Create new businesses, new jobs and new skills
 - **Fighting climate change;**
Effective stewardship of the environment
 - **Equal opportunity;**
Reduce the disability employment gap, tackle workforce inequality
 - **Wellbeing;**
Improve health and wellbeing, improve community integration.
- 15.6. Agencies are expected to act with these priorities in mind, and CCS may discuss these priorities as part of Framework Management meetings.
- 15.7. The Client's requirements will be set out in the Call-Off Procedure. The Agency shall comply with and/or identify proposed social value initiatives, proportionate and relevant to each Call-Off Contract.
- 15.8. The Agency shall deliver measurable benefits and impacts in respect of the social value priorities, when identified in the Call-Off Contract.
- 15.9. The Agency shall record and report performance against the social value requirements, when detailed in the Call-Off Contract.

Delivering a Diverse Supply Chain

- 15.10. CCS and Clients want to ensure a diverse base of Agencies and resilient supply chains in this procurement.
- 15.11. CCS and Client's consider the delivery of high quality Public Services to be critically dependent upon a workforce that is inclusive, well-

- motivated, well-led and has appropriate opportunities for training and skills development.
- 15.12. The Agencies will support the delivery of these priorities through activities such as:
 - 15.13. Cascading prompt payment throughout their supply chain, as set out in Clause 4 (Pricing and Payments) of the Core Terms; and
 - 15.14. Where appropriate, growth and development through the provision of support to SMEs and SEs to develop resilient local supply chains.
 - 15.15. Fair, Inclusive and Ethical Employment Practices and Skills Development
 - 15.16. All organisations with 250 or more employees must publish and report specific figures about their gender pay gap. The Agency will progress towards equalising this.
 - 15.17. Additionally, the Agency and its Supply Chain will support and encourage employment and skills development opportunities through the performance of this Framework Agreement, with a specific focus on opportunities for priority groups.
 - 15.18. The Agency acknowledges and agrees that Clients may test the Agency's proposed methods for delivering skills development within the local community, as relevant to their specific requirements as part of the Call-Off Procedure.
- Safe & Secure Supply Chains: Addressing Modern Slavery and exploitation in our Supply Chain**
- 15.19. It is the role of CCS and Client(s) to ensure the Agencies with whom we do business understand the risks of modern slavery in supply chains, and take appropriate action to identify and address those risks, with particular focus on supporting victims of modern slavery.
 - 15.20. The Agency will comply with the provisions of the Agency Code of Conduct and the standards set out in Joint Schedule 5 (Corporate Social Responsibility) including the reporting requirements set out in Framework Schedule 5 (Management Charges and Information) and continuous improvement requirements set out in Call-Off Schedule 3 (Continuous Improvement).

16. Framework Key Performance Indicators (KPIs) - All Lots

The following KPIs apply to **all** lots and Agencies in this Framework Agreement. In addition to these KPIs each lot will have its own specific set of KPIs.

1. Framework management - All Lots		
Key Performance	KPI Target	Measured by

Indicator (KPI)		
Management Information (MI) returns: All MI returns to be returned to CCS by the 7th Working Day of each month	100%	Confirmation of receipt and time of receipt by CCS (as evidenced within the CCS MI system)
All undisputed CCS Invoices to be paid by the Agency within 30 calendar days of issue.	100%	Confirmation of receipt and time of receipt by CCS (as evidenced within the CCS finance system)
Annual Agency self-audit certificate sent to CCS in accordance with the Framework Agreement to cover each contract year.	100%	Confirmation of receipt and time of receipt by CCS. CCS to receive within 45 calendar days of the end of the contract year.
Valid insurance certificates and certifications listed in the Framework Agreement to be provided to CCS upon expiry.	100%	Confirmation of receipt and time of receipt by CCS. CCS to receive within 45 calendar days of expiry.
Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report.	100%	Confirmation by CCS of Completion of the actions by the dates identified in the AuditReport.
Agencies will pay all undisputed supplier/ subcontractor invoices within 60 calendar days in order to meet the Prompt Payment Policy threshold of 85%.	% of payments in 60 calendar days: 73% Contract Year 1 79% Contract Year 2 85% Contract Year 3	Annual prompt payment reporting to be provided to CCS within 45 calendar days of the contract year end date. This may also be subject to auditing at CCS' discretion.
Agencies will be required to provide a minimum of one case study per contract year detailing work delivered under this Framework Agreement (where call-offs have taken place).	100%	Confirmation of receipt and time of receipt by CCS. CCS to receive within 45 calendar days of the calendar year end.

APPENDIX B1:

Lot 1 Scope and Specification

Media Services Framework Agreement (RM6123)

Lot 1- Strategic Media Activation (Media Buying)

Scope and Specification

Lot 1 - Strategic Media Activation (Media Buying)

1. Role of the Strategic Media Activation Agency

The Agency has been awarded as an Agency on a CCS Framework Agreement that is available to all public sector organisations. The role of the Agency is to provide the designated services to all customers who may seek to use this Framework Agreement. The Agency must appropriately resource itself and ensure it has a suitable understanding of the respective organisation to deliver all of the deliverables in this document. It will not be permissible for the Agency to refer to the number of clients, size, scale or breadth of requirements as a justification for failing to meet its requirements under this Framework Agreement and to deliver the expected levels of services to each public sector organisation using the Framework Agreement.

A variety of public sector marketing functions will use the services under this lot to aid them in achieving their objectives. The one consistent and aligning priority amongst them will be a requirement for the investment made into paid media and the services facilitating those investments to be an efficient use of public sector funds. The following principles, scope, specification and deliverables will facilitate the ways in which the Agency can best adhere to that priority. However in addition, and as part of the Agency's relationships with the public sector organisations using the Framework Agreement, the Agency will be expected to:-

- 1.1. Ensure the Agencies contribution to the marketing functions objective is clear and understood.
- 1.2. Maintain a focus on continuous improvement on the delivery of Outcomes through investments in media, services related to those investments and the relationship between the Agency and the Client.
- 1.3. Develop a true understanding of the Client's organisation and organisational priorities.

2. Principles

The following are a set of principles that will apply to all elements of the scope and specification and provide a clear indication of the standards which the Agency will be expected to adhere to in providing services under the Framework Agreement.

2.1. Transparency

The Agency will be expected to provide completely transparent services to CCS and all Clients using the Framework Agreement. The

Agency will be proactive in safeguarding that transparency, this includes but is not limited to :-

- 2.1.1. Ensuring that Client funds will only be used for media payments and third party costs related to services within the scope of this Framework Agreement. This means that all fees and charges will be presented by the agency and made clear to the client in advance of approval and there will be no hidden fees, undisclosed commissions or mark-ups or charging of clients or CCS more than once by the Agency or Agency Group. The Agency and Agency Group's sources of income from this agreement will be clear, transparent and disclosed to CCS and its auditors and Clients across all Media Placements (including programmatic and barter), production, technology costs (e.g. ad servers, Demand Side Platforms, Content Verification tools, Data Management Platforms, Supply Side Platforms etc.) and any other third or fourth party cost incurred and recharged to CCS and Clients.
- 2.1.2. Maintaining and making all documentation the Agency produces in delivering services to Clients under this agreement available upon request to Clients and CCS, including but not limited to all Client briefs to Agency, Agency briefs to Media Suppliers, Media Supplier response to Agency briefs, Agency response to Client briefs, Media Plans, Approved Media Plans, evidence of Client approval (e.g. by signing a document or otherwise in writing), Client purchase orders, Agency Insertion Orders, Agency and Agency Group invoices, third and fourth party invoices for media, production, technology and any other costs charged or recharged, Reconciled Media Plans / financial reconciliations of campaigns, financial reconciliations of out of scope projects and activities, all campaign reporting, all advertising technology platform reports, all impression and click reports for digital media from the relevant supplier / source used as the basis of invoicing, post campaign reporting, all reports described in the framework agreement, all reports routinely delivered to CCS and clients, any preferred Media Supplier Agency list utilised for Media Plans and Media Buys, any Media Supplier specific service level agreements, any trading arrangement, value or value pot trackers and sub-contracts used in any way for the delivery of services to CCS and Clients under this Framework Agreement
- 2.1.3. When making recommendations the Agency will disclose to CCS and Client any recommendations it puts forward that is a

product, good or service provided by any organisation in which the Agency or the Agency Group has any ownership whatsoever and it must maintain a log of any spend under the framework with any such organisation; this log must be made available to CCS and its appointed auditors on 31st March and 30th September of each year, including nil returns.

- 2.1.4. The Agency is permitted to put in place client specific or aggregate framework specific contracts with media owners for investments going through the framework, such as solus trading deals. CCS and any auditor appointed by CCS will have unrestricted access to all such agreements over the duration of the Framework Agreement.
- 2.1.5. The Agency shall maintain and share with CCS records to enable it to appraise both the sustainability of the arrangement and the degree to which Value for Money is being delivered. This includes but is not limited to providing figures on a quarterly basis to accurately show the number of individuals and number of FTEs working on the account (including the hours such individuals have worked for CCS and Clients under the framework and the total hours they have recorded in the agency's time recording system) and the FTE related costs to provide the service, Agency Overhead factor and any other information or data as requested by CCS.
- 2.1.6. The Agency shall maintain and share with CCS and its auditors records to enable it to appraise both the sustainability of the arrangement and the degree to which Value for Money is being delivered. This includes but is not limited to providing figures on a quarterly basis to allow quarterly financial reconciliation, including but is not limited to comparison of billings to bookings at an account level as well as specific reconciliation of any individual campaigns. In addition to transparency the objective of this is to reduce the workload on the agency of the annual financial compliance audit.
- 2.1.7. The Agency and Agency Group will declare and return according to agreed deadlines all rebates and AVBs earned through agreements with suppliers of Media Placements, production and technology services used under the framework both specifically for CCS and its Clients and pro rata from combining the spend of all clients of the Agency and Agency Group. CCS's auditors will have unrestricted access to all agreements with suppliers of Media Placements, production and technology services used

under the framework; this to include no redaction or restriction on the clauses the auditors may review.

- 2.1.8. The Agency shall maintain an updated TUPE list which it will share and review with CCS annually.
- 2.1.9. If the Agency needs to select any technology solutions to meet its requirement under this Framework Agreement it will include CCS and GCS in the process for making that selection including providing full visibility of all criteria and scoring used to make that decision. The Agency must work with GCS and CCS on ensuring the most suitable technology solution is found to meet requirements and should not default to any solutions it already uses or that has been preselected at an Agency or Agency holding group level.

2.2. Continuous Improvement

The Agency will be expected to commit to a programme of continuously improvement over the duration of the Framework Agreement this includes but is not limited to :-

- 2.2.1. Taking suitable remedial steps where services issues have been identified.
- 2.2.2. Proactively seek out opportunities to improve the quality of service and the sustainability of the commercial model.
- 2.2.3. Deploying suitable, unbiased, quantitative methodology for collecting customer feedback on an ongoing basis (e.g NPS Survey)
- 2.2.4. Providing input, feedback and learnings at all stages of a campaign and ensuring post-campaign analysis are shared and findings are embedded into ways of working. The Agency will also meet all service delivery key performance indicators outlined in Briefs or individual Call-Off Contracts.
- 2.2.5. The Agency will also drive continuous quality through effective internal communication, horizon scanning and situational insight across the media industry to maximise opportunities, highlight risks and service Clients best.

2.3. Understanding of Government

A distinguishing feature of the services required from the Agency awarded under this lot in comparison to equivalent services the Agency may provide for its other Clients is that the Agency is expected to

develop a deep level of understanding of the Public Sector and Central Government over the course of the Framework Agreement.

This is not to be interpreted as a requirement at the bid stage or outset of the relationship but instead to be interpreted as a developmental principle to encourage the Agency to continue fostering and growing a knowledge and understanding of the context of government and public sector communication as relates to providing media buying services. This is also not to be interpreted as an invitation to the Agency to contribute to any government or public sector political or non-political activities beyond their scope of work. The Agency should at all times act only within its scope of work and in collaboration with Client's under this Framework Agreement.

What is referred to here is not only knowledge of marketing campaigns and media expenditure but a broader understanding that includes:-

- 2.3.1. Understanding of Central Government and Public Sector organisations.
- 2.3.2. An understanding of governmental and department policy and policy objectives.
- 2.3.3. A clear knowledge of a department's remit, responsibilities and funding.
- 2.3.4. Understanding of key political and non-political stakeholders and stakeholder groups.
- 2.3.5. An appreciation of the constantly changing context of the public sector, government and government communications.
- 2.3.6. Maintaining knowledge of Prime Minister's Priorities.
- 2.3.7. Maintaining knowledge of Parliamentary Calendar.
- 2.3.8. A basic understanding of public procurement, rules, procedures and best practice.
- 2.3.9. The anticipated benefits of this understanding of Government and public sector organisations using this Framework is as follows :-
 - 2.3.9.1. The Agency will be more capable of contributing to Outcomes
 - 2.3.9.2. The Agency will be more informed of the need to engage with a broad range of audiences.
 - 2.3.9.3. The Agency will have a greater understanding of opportunities and limitations around data.
 - 2.3.9.4. The Agency will be more informed in how it needs to operate to deliver the deliverables.
 - 2.3.9.5. The Agency will have a clear understanding of what constitutes value for public sector organisations

- 2.3.10. The Agency will also be required at all times during the Term and the term of any Call-Off Contract to comply with the Agency HM Agency Code of Conduct (as updated from time to time) as found at <https://www.gov.uk/government/publications/Agency-code-of-conduct>.

2.4. Democratisation of Data

Subject to the relevant confidentiality terms in the Framework Agreement or Call-Off Contract, the Agency is encouraged at all times to make all deliverables produced and non confidential data available to third party agencies involved in the delivery of the Client's current or ongoing scope of work. As part of this the Agency should also be:-

- 2.4.1.1. Leading paid media post campaign appraisal with support and cooperation from the Media Planning Agency as well as any other Agency involved in media or communications strategy that the paid media activity was related to or derived from.
- 2.4.1.2. Collaborating with and sharing information where required with both the Client, Creative, Media Planning and Research Agency(s).
- 2.4.1.3. Supporting the Media Planning Agency with the paid, owned and earned media post campaign appraisals.
- 2.4.1.4. Complying with all Data Protection Legislation and ensuring all future appropriate data safeguards are in place for handling the Client's data. The Agency should also make available the Agencies data protection officer(s) to provide assurance on compliance with data protection regulations.
- 2.4.1.5. The Agency should be fully compliant with UK GDPR and all other relevant data protection legislation and best practises.
- 2.4.1.6. The Agency will be required to produce, for the Client's approval, a suitable data retention and management policy which includes user controls to prevent unauthorised and/or accidental sharing or use of the Client's data or login credentials.
- 2.4.1.7. The Agency must as soon as reasonably practicable, destroy the Client's data upon request or on termination of this Framework Agreement.

- 2.4.1.8. The Agency must disclose any data collection and shared data workspaces where the Client's data might be at risk of being disclosed and/or be co-opted into an unauthorised data pool and confirm that the Client's data is being logically separated.
- 2.4.1.9. The Agency must undertake due diligence of the data management platforms and other ad technology suppliers with regards to data security, data privacy compliance, system and user controls and UKEU GDPR and ePrivacy regulations and all other Data Protection Legislation; and
- 2.4.1.10. The Agency will provide a dedicated seat on the Demand Side Platforms (DSP) in order to treat Government's data separately from the Agency's programmatic trading desk.

2.5. Innovation

The Agency will be expected to be truly innovative in the solutions and recommendations it develops to meet client requirements under this Framework Agreement locally, regionally, domestically and globally this includes but its not limited to :-

- 2.5.1. Seeking out persuasive opportunities unique to public sector, government or central government departments.
- 2.5.2. Challenge the conventional wisdoms and approaches within the media and marketing industry to find the most suitable solutions.
- 2.5.3. Consider communications issues unique to public sector, government or central government departments and proactive provide recommendations to navigate them.
- 2.5.4. Proactively seek out solutions to engage and effectively communicate to a wide range of audiences.
- 2.5.5. Providing counsel on latest industry trends, developments, emerging media and marketing issues.
- 2.5.6. Proactively seeking out and recommending new audience targeting methods.
- 2.5.7. Proactively seeking out and recommending new media buying techniques.
- 2.5.8. Proactively seeking out and recommending outcome measurement innovations.
- 2.5.9. Proactively seek out unique media first opportunities with Media Supplier's and Media Supplier groups.
- 2.5.10. Keeping stakeholder informed on market developments and industry initiatives and issues that may be relevant to Government.

2.6. Value for Money

- 2.6.1. The Agency shall adopt a value for money mindset in the commercial relationship with the Client and also allocation of funds on behalf of Clients using this Framework.
- 2.6.2. Delivering value for money involves the efficient, effective and economic use of public funds in the delivery of services. It means seeking out and implementing solutions which achieve the best mix of quality and effectiveness for the least outlay. Decisions should be based on evidenced information and follow agreed processes and policies, challenging these appropriately where they appear to prevent good value for money.

3. Scope, Specification, Deliverables and Initiatives

The appointed Agency will:-

- 1. Provide services to individual government departments, arm's length bodies (ALBs), non-departmental public bodies (NDPB) and public sector organisations using the Framework Agreement.
- 2. Work collaboratively with Government Communication Services (GCS) and Crown Commercial Services (CCS) to ensure that the key strategic benefits of a single Agency model are realised and delivered to all government departments, arm's length bodies (ALBs), non-departmental public bodies (NDPB) and public sector organisations using the Framework Agreement.

3.1. The subcontracting of Out of Home Media Buying

The Agency will provide Out of Home Media Buying Service to Clients using this Framework Agreement. However it must subcontract those services to the Agency awarded under Lot 3 of RM6123 Media Services and CCS will have full access and visibility of that subcontract. CCS will also determine the commercial terms of that subcontract in line with the commercial remuneration and pricing submission of the Agency awarded under Lot 3 and any subsequent amendments to either of those elements. Unless otherwise agreed between the parties the template for the subcontract will come from the Agency awarded under Lot 3 Out of Home. Unless otherwise agreed between the parties the template for the subcontract will come from the Agency awarded under Lot 1.

Within the subcontract or any appended document, fully accessible to CCS, the Agency will be required to establish with the Agency awarded under Lot 3 of RM6123 Media Services :-

1. Purchase order protocol
2. Client billing process and procedures
3. The handling of the CCS Management Charge
4. The handling of the GCS Management Charge
5. Payment terms, and data security.
6. Defined team contacts
7. Access to information and data
8. Best practices and SLA
9. Schedule for periodic review and reconciliation with CCS or any appointed auditor

The agreement of and the ongoing management of this subcontract and the relationship between the two parties will be a requirement to access any PRF payment for the relevant contract year for both the Lot 1 Agency and the Agency awarded under Lot 3 of RM6123 Media Services.

3.2. **Technology**

The Agency is required to support the Government in navigating the opportunities and limitations around our data to deliver public communications. The Agency must therefore have the capability to implement and develop the necessary data and technology platforms and processes so:-

- a. That Government can maintain a holistic as well as granular view of our media activity and performance across campaigns, including across domestic and international activity.
- b. That Government can interpret and utilize its media buying data, at both log and aggregated levels, to support our planning, delivery and evaluation of communication campaigns.
- c. That Government has full transparency and control of our data and any insights or tools produced by the Agency for Government.

3.3. **Leadership**

The Agency is required to provide a suitably capable Leadership team that is:-

- a. Committed to fostering a culture of absolute transparency.

- b. Has a capability to manage multiple stakeholder marketing and commercial relationships across GCS, CCS and Clients.
- c. A willingness to maintain a flexible partnership approach to the services delivered under this agreement. This includes an openness to changing and adapting the organisational structure of the agency services under this agreement swiftly and in partnership with CCS and GCS to support any unforeseen circumstance that government communications services may be responding to

3.4. **Core Scope of Work**

The following are services that the Agency must deliver to government departments and public sector organisations using the Framework Agreement. The Agency must work with government departments and public sector organisations to ensure that these services are provided in a way that meets their specific requirements.

The deliverables in this agreement are considered to be either:-

Framework Deliverables - These are deliverables that the Agency needs to provide to a central GCS and CCS team involved in the overall management of the relationship.

Client Deliverables - These are deliverables that the Agency needs to make available to each Client using the Framework Agreement.

Where a categorisation has not been provided the deliverable by default should be considered a **Framework Deliverable**.

CCS with support from GCS and The Agency will lead an annual Framework review of the Agency scope of work, specification, deliverables and initiatives

3.4.1. **Scope: Public Sector Specialist Account Management**

As the Agency will be providing service to several public sector organisations including Central Government departments, the Agency is required to ensure that it develops an account management team that gains a suitable understanding of the public sector and government over the duration of the Framework Agreement To enable this The Agency will provide specialist account management service to the Client. This team is considered to be pivotal to the principle of “Understanding of Government” above. This team is not expected to be fully

knowledgeable of Government from the bid stage or start of the agreement. However in line with the principle is expected to develop this knowledge over the term of this Framework agreement. This team will also be responsible for an annual continuous improvement programme. The Agency account management function will also be responsible for ensuring that the media buying services are provided collaboratively with all other third party agencies that the Client works with, including but not limited to media planning agencies, creative agencies and research agencies.

3.4.1.1. Specification(s) :

3.4.1.1.1. Account Management

3.4.1.1.1.1. This Account Management function is differentiated from an ordinary Account Management service through continuous development of a higher level and understanding of the Public Sector. The level of understanding referred to includes but goes beyond knowledge of marketing campaigns and media expenditure but also an understanding of public sector organisations, Government and departmental priorities, policy and policy objectives, remits and responsibilities, funding, key political and non-political stakeholders and stakeholder groups, governing bodies, accountable parent organisation(s) and an awareness and appreciation of the emerging news and context of parliament, government and government communications. The team should on an ongoing basis input this knowledge into the total delivery of service to the client. The Agency is not expected to recruit specifically for this specification but is expected to continue to develop this account management to have this sort of client knowledge and understanding.

3.4.1.1.1.2. The Agency will provide sufficient resources for out of hours, emergency, bank holiday

periods and ensure sufficient resilience and back up expertise is available when needed.

- 3.4.1.1.1.3. The Agency will deliver an agile solution that provides for each and every client, regardless of macro factors (e.g. emergency campaigns, unplanned pauses) whilst mitigating impact on budgets.
- 3.4.1.1.1.4. The Agency will coordinate activity across the service provisions and review monthly with CCS and Agency central teams the effectiveness of this approach, providing feedback and suggested changes where required. CCS and Agency central teams will provide local team feedback at the monthly meetings to share feedback to ensure an effective service delivery for all Client types.
- 3.4.1.1.1.5. The Agency will allocate specific named account teams for each Client. The Agency will work with each Client and provide the media buying implementation service tailored to such Client's requirements. Requirements can be broadly grouped into three types:
 - 3.4.1.1.1.5.1. Strategic implementation: Clients who have some existing media knowledge, and require deep media expertise with forward thinking approaches and innovation for media buying routed in the strategy for campaigns. The Agency will be engaged from the first briefing with the creative and planning agencies to facilitate this change in role;
 - 3.4.1.1.1.5.2. Support implementation: Clients who need good quality media thinking and guidance in media buying opportunities and support in understanding the rationale for

proposal and implications of buying recommendations; and

- 3.4.1.1.1.5.3. Buying implementation: campaigns from Clients that require straightforward booking of media to secure the best value to deliver the desired outcome objective and metric set for the activity.

3.4.1.1.2. Continuous Improvement Programme

- 3.4.1.1.2.1. The Agency will be required to involve its Senior Stakeholders in the annual continuous improvement programme.
 - 3.4.1.1.2.2. The Agency will be expected to draw upon suitably resource from within its team to support on any relevant programme.
 - 3.4.1.1.2.3. The design and implementation of the continuous improvement programme is to be done in collaboration with GCS and CCS.
 - 3.4.1.1.2.4. The Agency should aim to achieve coherence in the focuses of the continuous improvement programme over the duration of the agreement.
 - 3.4.1.1.2.5. The programme should have a clear set of deliverables agreed at the outset of each cycle of the continuous improvement programme.
 - 3.4.1.1.2.6. The Agency is required to provide experienced and suitably proficient project management personnel.
- 3.4.1.1.3. The Agency is also required to keep accurate records and respond to the ranging requirement of clients using this Framework professionally and at a suitable speed.

3.4.1.2. Deliverable(s) :

3.4.1.2.1. **Public Sector Specialist Account Management Service(s)** Over the duration of the Framework Agreement the Agency shall develop and maintain a body of knowledge about Government and Public sector and shall provide comprehensive account management services to the Client. The service is required to be provided by an account management team that is constantly growing its knowledge of public sector, government and government communications and capable of transferring this knowledge into all other deliverables and client engagements provided or conducted by the other component parts of the Agency. This is considered to be a Client Deliverable.

3.4.1.2.2. **Client Specific Public Sector Overview Document(s)** The Agency shall produce a document(s) reviewing the previous fiscal year and the impact of that Client's paid media and present that document as a review of the previous fiscal year and the impact of that Client's paid media campaigns on the Clients policy objectives, wider public sector and provide learnings and recommendations for the subsequent year(s). This is considered to be a Client Deliverable available to clients spending an agreed upon amount in an annual year. That amount is to be agreed between CCS and the Agency on an annual basis.

3.4.1.2.3. **Cross Government Public Sector Overview Document(s)** GCS and Central Government Clients campaigns need to be delivered against the identified Prime Minister's priorities each year. At the end of a fiscal year the Agency will be required to provide a document(s) to show how paid media investment has contributed towards each of the identified Prime Minister's priorities. The Agency shall produce this annual document and present it as a review of the previous fiscal year, providing learnings and recommendations for the

subsequent year(s). This is considered to be a Framework Deliverable.

3.4.1.2.4. **HMG Response Recommendation Document(s)**

Upon substantial developments or significant breaking news the Agency having consulted CCS and GCS shall produce a proactive document(s) providing recommendations on how paid media can be deployed in response, the Agency must also be available to present its recommendations to or in collaboration with GCS, CCS or any specific Central Government Department using this Framework Agreement. This is considered to be a Framework Deliverable.

3.4.1.2.5. **Annual Designated Research Programme(s)**

On an annual basis the Agency shall produce an annual research piece as directed and agreed by GCS focused on paid media and public sector Outcomes. This is considered to be a Framework Deliverable.

3.4.1.2.6. **Risk Register Document(s)**

- The Agency will keep an updated document(s) as a risk register that logs all anticipated and realised risks in relations to the delivery of the services to Clients on the Framework Agreement, including what mitigations and interventions were taken, when those actions were taken and a designated accountable person. This document must be accessible to CCS at all times. CCS should be informed when any change to the document is made. This is considered to be a Framework Deliverable.

3.4.1.2.7. **Issues and Complaint Log Document(s)**

- The Agency will maintain an updated document(s) logging issues or complaints from Clients using the Framework Agreement. This can also include issues or reasonable complaints from the Agency. This document must be accessible to CCS at all times. CCS should be informed when any change to the document is mad. This is considered to be a Framework Deliverable.

3.4.1.2.8. **Client Activity Tracker Document(s)**

- The Agency will maintain an updated document(s) that

tracks and monitors all briefs, campaigns and media plans from the start of the Framework Agreement. This document must be accessible to CCS at all times. This document must :-

- 3.4.1.2.8.1. As a minimum be updated on a monthly basis and before the Friday of the 1st week of every month.
- 3.4.1.2.8.2. Where relevant, accommodate a suitable data structure to handle the hierarchy of briefs, campaigns and media plans.
- 3.4.1.2.8.3. Maintain a suitable and consistent taxonomy.
- 3.4.1.2.8.4. Maintain a consistent method of data entry.
- 3.4.1.2.8.5. Detailed SLAs procedure followed for each campaign.
- 3.4.1.2.8.6. Detail the organisation running the activity.
- 3.4.1.2.8.7. Detail whether the organisation is Central Government or Non-Central Government.
- 3.4.1.2.8.8. Detail the exact date the brief was received
- 3.4.1.2.8.9. Detail the exact date the brief was responded to
- 3.4.1.2.8.10. The Agency shall indicate whether the brief was responded to 'late' or 'on-schedule'
- 3.4.1.2.8.11. Detail the exact date the campaign went live
 - 3.4.1.2.8.11.1. Where a campaign has multiple elements going live at different dates the Agency shall use the data when with more than 75% of the monetary value of the campaign was set live
- 3.4.1.2.8.12.
- 3.4.1.2.8.13. Where different elements of the campaign went live at different times, details should be included in an *additional notes* field.
- 3.4.1.2.8.14. Include spend by campaign to date.
- 3.4.1.2.8.15. Design a classification and include a fixed entry campaign classification taxonomy to indicate the current status of the campaign.
- 3.4.1.2.8.16. Where its activity is related to a Government client, Include PASS ID or equivalent identifier.

3.4.1.2.8.17. Where its activity related to a GCS priority or theme for that period providing additional columns for that to be detailed.

This is considered to be a Framework Deliverable.

3.4.1.2.9. **Campaign Coordination Service(s)** - The Agency shall coordinate all meetings and presentations regarding upcoming, live or completed Client campaigns pulling in the relevant resources from across the Agency to provide the client with a productive and informative meeting or presentation. This is considered to be a Client Deliverable.

3.4.1.2.10. **Continuous Improvement Programme(s)** - On an ongoing basis the Agency is expected to run a continuous improvement programme with designated focus areas agreed on annually and implemented quarterly with GCS and CCS. The Agency is expected to make its resources available to this programme and where it decides additional resource from the wider Agency organisation is required it shall do so at its own discretion at no additional cost to Client, CCS or GCS. This is considered to be a Framework Deliverable.

3.4.2. Scope : Media implementation

In response to the media buying brief the Agency shall provide a media laydown in granular detail within each media channel, including exact media, technology and data suppliers, formats, quality parameters and planned costs on a line-by-line basis.

3.4.2.1. Specification(s) :

3.4.2.1.1. The Agency shall ensure that the media plan it produces meets the requirements of the media buying brief and will support the media planning Agency on its requirement to attest that the media plan does align with the buying brief.

3.4.2.1.2. The media plan shall detail all anticipated costs to clients. For each media plan there is expected to be a minimum of three versions over the course of a campaign. A media plan's versions must be clearly labelled and copies of each media plan

retained. All versions of the media plan must be made available to Client and CCS in spreadsheet form. The three media plan versions are as follows

:-

- 3.4.2.1.2.1. Agency Recommended Media Plan
- 3.4.2.1.2.2. Client Approved Media
- 3.4.2.1.2.3. Final Reconciled Media Plan

3.4.2.1.3. Where the media plan contains products or recommendations that would otherwise require a specific approval procedure. That specific approval procedure must be sought from the client separate to the approval of the media plan, client approval of the media plan shall not be interpreted as that specific approval. Subject to the terms of the Call of Contract CCS should be notified of all such approval requests.

3.4.2.1.4. Each media plan should be accompanied with a media plan rationale which provides the criteria or rationale for each product included in the media plan, this can be included as an additional page or tab in the media plan document.

3.4.2.1.5. Where activity is related to a Government client the approved media plan must include PASS ID or equivalent GCS identifier.

3.4.2.1.6. Government Communications services restrictions or instructions are not considered to apply by default to wider public sector organisations using this Framework Agreement. The Agency should confirm the application of any instructions or restrictions to wider public sector clients with CCS.

3.4.2.2. Deliverable(s) :

3.4.2.2.1. **Implementational Media Planning Service(s)** - In response to a media buying brief or brief from client the Agency shall use the designated tools and talent it has available to

3.4.2.2.1.1. develop a brief to media owners and where relevant the Out of Home Specialist Agency,

- 3.4.2.2.1.2. collect media owner and Out of Home Specialist Agency responses
- 3.4.2.2.1.3. produce Media Plan Rationale Document(s) and Media Plan Document(s)
- 3.4.2.2.2. This is considered to be a Client Deliverable
Media Plan Rationale Document(s) The Agency will produce a document detailing the selection criteria and reasoning for the media products put forward in the media plan, this can be incorporated into the same document as the Media Plan Document. The document should also reference adherence to the buying brief and how the plan put forward will deliver on Outcomes as well as reach and engage the designated target audience(s). This is considered to be a Client Deliverable.
- 3.4.2.2.3. **Media Plan Document(s)** The Agency shall produce a spreadsheet document detailing a media laydown in granular detail within each media channel, including but no limited to :-
 - 3.4.2.2.3.1. Exact media investment planned.
 - 3.4.2.2.3.2. All technology used and associated costs.
 - 3.4.2.2.3.3. All data used and associated costs.
 - 3.4.2.2.3.4. All Media Suppliers.
 - 3.4.2.2.3.4.1. With clear and visible demarcation of any Media Suppliers or third parties that the Agency or its Agency holding group has any interest in or is on a trading deal, preferred supplier list or equivalent arrangement.
 - 3.4.2.2.3.5. All advertising formats and any associated production costs.
 - 3.4.2.2.3.6. Estimated frequency for each product.
 - 3.4.2.2.3.7. All Quality parameters.
 - 3.4.2.2.3.8. All Total Planned costs.
 - 3.4.2.2.3.9. All Amounts reserved as contingency.
 - 3.4.2.2.3.10. Gross Media Cost.
 - 3.4.2.2.3.11. Net Media Costs.
 - 3.4.2.2.3.12. VAT.
 - 3.4.2.2.3.13. Agency Discount.
 - 3.4.2.2.3.14. Agency Fee.
 - 3.4.2.2.3.15. ASBOF.
 - 3.4.2.2.3.16. Digital Service Tax.

- 3.4.2.2.3.17. CCS levy.
 - 3.4.2.2.3.18. GCS Levy.
 - 3.4.2.2.3.19. Where biddable is used estimate unit cost
(In a Reconciled Media Plan this is to be updated with the average media unit price or equivalent metric representative of the unit price paid)
 - 3.4.2.2.3.20. Buy Type.
 - 3.4.2.2.3.21. Client Organisation Name.
 - 3.4.2.2.3.22. Date.
 - 3.4.2.2.3.23. Campaign Name.
 - 3.4.2.2.3.24. Where relevant PASS ID or equivalent.
 - 3.4.2.2.3.25. Approver Name.
 - 3.4.2.2.3.26. Approver email.
 - 3.4.2.2.3.27. Planner Name.
 - 3.4.2.2.3.28. Planner Email.
 - 3.4.2.2.3.29. Agency Name.
 - 3.4.2.2.3.30. Glossary of any abbreviations used
- This is considered to be a Client Deliverable.

3.4.3. Scope : Media Buying

The Agency will execute media plans to purchase media space regionally, nationally and internationally across a range of different channels and platforms to reach all audiences as required by the Client. As part of this scope the Agency is also required to provide Media Campaign Reporting, Advertising Operation Services and a range of services under the umbrella term of Advertising Verification and Assurance.

The following non exhaustive list provides example media channels that the Agency will be expected to capable of making buys in:-

- | | |
|-----------------------------------|--------------------|
| a) Regional media | b) Vod/AdSmart |
| c) Hyper Local Media | d) Radio |
| e) Print – National & Local Press | f) Digital Radio |
| g) Print – Local Press | h) Digital Display |
| i) Print – Consumer | j) Experiential |
| k) Print – Trade Press | l) Direct Mail |

- | | |
|--|-------------------------------------|
| m) Print – Financial Press | n) Email Marketing |
| o) Print – Magazine | p) Pay-per-click (PPC) |
| q) Print – Specialist Titles | r) In-app |
| s) Print – Recruitment | t) SMS Marketing |
| u) TV | v) Cinema |
| w) Regional TV | x) Content Marketing |
| y) Smart TV/Games Console | z) Voice and Audio Services |
| aa)Telemarketing | bb)Recruitment Channels/Job Boards |
| cc) Search Engines | dd)Addressable Media (including TV) |
| ee)Sponsorship | ff) Out of Home Media ¹⁰ |
| gg)Emerging Channels as required (e.g. AI, VR) | |

3.4.3.1. Specification(s) :

- 3.4.3.1.1. The Agency must be suitably capable of activating campaigns at speed.
- 3.4.3.1.2. The Agency must ensure its media buying function accurately follows financial processes and procedures to reduce invoice queries.
- 3.4.3.1.3. The Agency must ensure that its media buying function is suitably resourced and capable of compiling reports and producing documents.
- 3.4.3.1.4. Frequency;
 - 3.4.3.1.4.1. The Agency will put in place frequency caps across all channels where measurable. The Agency shall do so not only on individual campaigns, but where possible, also for

¹⁰ The Agency will provide Out of Home Media Buying Service to Clients using this framework agreement. However it must subcontract those services to the Agency awarded under Lot 3 of RM6123 Media Services and CCS will have full access and visibility of that subcontract

audiences to prevent over-saturation and message fatigue for campaigns.

- 3.4.3.1.4.2. Consideration should be given to the impact of low cookie consent opt-in rates that some Government Departments using this Framework will have. This will impact the Agency's ability to use first party website metrics in evaluating campaign performance. The Agency will be required to keep pace with alternative solutions as they become available.

3.4.3.1.5. Media Campaign Reporting

- 3.4.3.1.5.1. The Agency should agree with the Client in advance of a campaign commencing a schedule for reporting that includes frequency of reporting, format of the report and the way in which the report will be shared.
- 3.4.3.1.5.2. Where possible the Agency should seek to automate campaign reporting.
- 3.4.3.1.5.3. The Agency should on an ongoing basis and before every campaign check with clients of the usefulness of the reports to be produced and be flexible to clients required amendments to make any standardised reporting more suitable for that specific Client.
- 3.4.3.1.5.4. All reports produced must be stored and made accessible to CCS at all times during the Framework Agreement and for the contractually required time thereafter.
- 3.4.3.1.5.5. All reports should be provided in spreadsheet format and where appropriate retain formulas used to calculate all cells. Unless requested by Client no reports shall be shared in an image format.
- 3.4.3.1.5.6. Unless requested by Client no reports shall be password protected.

3.4.3.1.6. Advertising Operations Services

- 3.4.3.1.6.1. The Agency is required to provide agile and effective systems of setting up campaigns correctly and inline with any requirements in this Framework Agreement.
- 3.4.3.1.6.2. The Agency is expected to adopt suitable methods and processes to automate advertising operations, minimising risk of human errors and maximising the efficiency and speed at which activity can be set live, paused or stopped altogether.
- 3.4.3.1.6.3. The Agency is also expected to monitor assets utilisations and provide insight and reporting on underutilised assets.
- 3.4.3.1.6.4. The Agency is also expect to maintain a issues log of trafficking issues with specific creative agencies or clients which add inefficiency to the advertising operations process
- 3.4.3.1.6.5. The Agency will be expected to follow best practice procedures and make recommendations to clients and third party agencies on issues such as file type, file size, formats and creative suitable to a specific channel
- 3.4.3.1.6.6. The Agency will be required to ensure best practices regarding campaign tracking are adopted and implemented, such as tagging and utm parameters, to support evaluation. This will include frequent monitoring and auditing of tags in use and removal of those no longer required.
- 3.4.3.1.6.7. The Agency will be required to provide an advertising operation service that is technically proficient to deliver advanced advertising operations requests such as dynamic creative, dynamic feedsheets and other advancements as they arise.
- 3.4.3.1.6.8. For Central Government and GCS Clients a unique campaign ID will be generated during the CSB/PASS approval stage. That ID will need to be incorporated as an

identifier against all lines of activity and used by the media buying Agency through the campaign lifecycle to aid tracking.

- 3.4.3.1.6.9. The Agency must follow and maintain through the course of the Framework Agreement suitable and consistent naming conventions in its advertising operations. At the start of the Framework Agreement the Agency should agree naming conventions with GCS and CCS.

3.4.3.1.7. Hard to Engage Audiences

- 3.4.3.1.7.1. Clients using this Framework Agreement have a duty to communicate with a variety of audiences in different regions and communities across the UK. The Agency must as part of its media buying service be able to activate media that will support Clients in engaging with a diverse range of common and uncommon audiences.
- 3.4.3.1.7.2. Client's using this Framework do not commonly face issues *reaching* a diverse range of common and uncommon audiences or audience traits but will need the Agencies expertise in *engaging* specific audiences with common and uncommon audiences or audience traits through media buying tactics.
- 3.4.3.1.7.3. The Agency will provide these services inline with the Client's requirement to engage with a specific audience or audience group including but not limited to :-
 - 3.4.3.1.7.3.1. A specific regional, local and hyper local community.
 - 3.4.3.1.7.3.2. A specific cultural group or groups of people.
 - 3.4.3.1.7.3.3. A specific minority audience or audience group.

- 3.4.3.1.7.3.4. Any specific bespoke and or custom audience or audience group.
- 3.4.3.1.8. The Agency will be expected to have suitable knowledge and capabilities to activate media opportunities specifically effective at engaging commonly harder to engage audience groups.
- 3.4.3.1.9. The Agency will be required to have suitable knowledge to reach and engage with communities and have the capability to identify traits, habits and media consumption that will aid in engaging the target audience through media buying tactics.
- 3.4.3.1.10. The Agency will be required to have the capability to secure specific media inventory or build media supplier relationships to aid buying against niche audiences.
- 3.4.3.1.11. Advertising Verification and Assurance
 - 3.4.3.1.11.1. Viewability
 - 3.4.3.1.11.1.1. Targeting an industry-leading Viewability standard is a priority for CCS and GCS. It is important that campaign impressions are viewed by the maximum number of people within quality environments to
 - 3.4.3.1.11.1.1.1. ensure activity is effective and
 - 3.4.3.1.11.1.1.2. demonstrate responsible use of taxpayer's money. .
 - 3.4.3.1.11.1.2. The Agency is required to work towards a goal of 100% Viewability but does not have to trade on a viewable only basis. The Agency should adopt the most suitable trading methodology for achieving the highest Viewability score possible whilst adhering to the principle of Value for Money.
 - 3.4.3.1.11.1.3. Specific Viewability levels will be confirmed in the Call-Off Contracts for each campaign and Brief.

- 3.4.3.1.11.1.4. The Framework definition of a viewable ad impression is :
- 3.4.3.1.11.1.4.1. A served ad impression where the ad was contained in the viewable space of the browser window, on an in-focus browser tab, with 100% Viewability and the following specific durations across the following digital advertising placements:
- 3.4.3.1.11.1.4.1.1. Display – 100% in view, for a minimum of 1 continuous second ^[L]_[SEP]
- 3.4.3.1.11.1.4.1.2. Video (e.g. pre-roll) – 100% in view for half the duration of the ad (15 second cap, sound on)
- 3.4.3.1.11.1.4.1.3. In-feed Video in Social – 100% in view for half the duration of the ad (15 sec cap, no sound)
- 3.4.3.1.11.1.4.1.4. The 'In-feed Video in Social' standard refers to video inventory bought on an impression basis across applicable social media platforms
- 3.4.3.1.11.1.4.1.5. Native/Outstream Video - 100% for half the duration of the ad (15 second cap, no sound)
- 3.4.3.1.11.1.5. Campaigns buying below the Viewability standards for a Viewable Impression will be required to show evidence for this decision in their respective Briefs and any further documentation as required. CCS and GCS must be informed of any such requests.

- 3.4.3.1.11.1.6. The Agency shall work with the Client to test different Viewability standards across campaigns in order to inform longer-term decision making around expected standards and to achieve the most effective outcomes for campaigns.
- 3.4.3.1.11.1.7. The Agency is aware of the Coalition for Better Ads and will comply with their 'Better Ads Standards' for effective placement of adverts, increased user experience, and the avoidance of ad clutter when supplying the Services.
- 3.4.3.1.11.1.8. The Agency shall accept responsibility to have the appropriate measurement technology in place in order to accurately measure Viewable Impressions and Viewability standards.
- 3.4.3.1.11.2. Brand Safety
 - 3.4.3.1.11.2.1. All campaign activity on this Framework Agreement is to be led by an innovative approach to brand safety that ensures it is industry-leading. The Agency must hold itself to the highest standard of brand safety and make extra efforts to prevent any breaches of brand safety for any Client using this Framework Agreement.
 - 3.4.3.1.11.2.2. The Agency is required to actively keep across tech and industry developments or and issues. The messaging from all public sector organisations using this Framework Agreement needs to appear in environments that inspire and encourage public trust.
 - 3.4.3.1.11.2.3. The Agency is expected to have measures in place to support the goal of 100% brand safety - this should

- include but not be limited to the use of an inclusion list and exclusion lists.
- 3.4.3.1.11.2.4. Where the Agency needs to rely on human monitoring and reporting for brand safety. The Agency must ensure effective allocation of resources to support that.
- 3.4.3.1.11.2.5. The Agency must also consider Brand suitability when considering media products and contexts in which the paid media advertisement of Clients using the Framework Agreement may appear. Campaign activity needs to be not only brand safe but also suitable for the advertisers' brand. The activity of the Client's using the Framework Agreement encompasses various different departments and organisations and a diversity of campaigns with a range of tolerances. The Agency needs to have measures in place that allow for flexibility across government campaigns.
- 3.4.3.1.11.2.6. The Agency must have in place an approach to brand safety that has contextual capabilities to mitigate as much as possible against any unintended exclusions.
- 3.4.3.1.11.2.7. The Agency will agree with CCS and GCS on which brand safety and content verification tools ("CV Tools") will be used in relation to the Client's Digital Media Placements to enable the Client to monitor content verification, Viewability measurement and fraud detection. The parties will monitor the performance of the CV Tool on an ongoing basis and the cost of such CV Tools shall be charged to the Clients on a pass

through basis. The Agency shall also disclose to the Client any interests that it or the Agency Group has in any technology Agencies uses in the course of any services on this Framework Agreement.

3.4.3.1.11.2.8. CCS and GCS must be provided with unrestricted access to full reports from the CV Tool on an ongoing basis. These reports should include data on the number and rate of Viewable Impressions, total impressions, click-throughs, domains, time and date stamp and any other applicable engagement metrics agreed between the parties in relation to each Digital Media Placement.

3.4.3.1.11.2.9. Where available, the reports shall also include details of any brand safety issues, ad collision and any actual or suspected traffic fraud or domain spoofing in relation to each Digital Media Placement. CCS and GCS will be provided with full access to the CV Tool in relation to Digital Media Placements.

3.4.3.1.11.2.10. Where ads are placed in connection with any fraudulent, non-viewable and/or unsafe traffic and such ads are paid for by the Agency, the Agency must use reasonable endeavours to recover the value of such ads placed in cash, credits and/or other compensation on a proportionate basis Each Client shall receive a proportionate share of any sums, credits or other compensation where the same is recovered by the Agency.

3.4.3.1.11.2.11. Where the Agency is not obliged to pay for ads (whether declared as

Viewable Impressions or not), the Client shall not be required to pay for such ads.

- 3.4.3.1.11.2.12. Where ads are placed in connection with any fraudulent, non-viewable and/or unsafe traffic and such ads are paid for by the Agency, the Agency must use reasonable endeavours to recover the value of such ads placed in cash, credits and/or other compensation on a proportionate basis Each Client shall receive a proportionate share of any sums, credits or other compensation where the same is recovered by the Agency.
- 3.4.3.1.11.2.13. By default the Agency's inclusion and exclusions list should be adopted. However upon request from the Client the Agency will provide the Client with a list of websites and apps that appear on its brand safe list so that the Client may create its own list of third party approved websites and apps ("Client Inclusion List").
- 3.4.3.1.11.2.14. The Agency will only run Media Placements on websites and apps if they appear on the Client Inclusion List. The Client shall have the right to amend the Client Inclusion List on 3 Working Days' notice to the Agency.
- 3.4.3.1.11.2.15. The Agency shall not put Media Placements on websites, apps, or platforms that it should reasonably be aware contain or link to the following content ("Exclusion Content") unless otherwise approved by the Client in writing:
 - 3.4.3.1.11.2.15.1.1. obscene, indecent or pornographic content

	(including child pornography);
3.4.3.1.11.2.15.1.2.	content that is hateful, threatening, harassing or abusive;
3.4.3.1.11.2.15.1.3.	violent content;
3.4.3.1.11.2.15.1.4.	content liable to incite racial hatred or other forms of unlawful discrimination;
3.4.3.1.11.2.15.1.5.	content liable to incite acts of terrorism;
3.4.3.1.11.2.15.1.6.	content containing excessive profanity;
3.4.3.1.11.2.15.1.7.	content relating to illegal drugs or drug paraphernalia;
3.4.3.1.11.2.15.1.8.	content relating to the sale of firearms, ammunition or other weapons;
3.4.3.1.11.2.15.1.9.	content that is defamatory or trade libellous;
3.4.3.1.11.2.15.1.10.	content relating to the sale or promotion of counterfeit goods;
3.4.3.1.11.2.15.1.11.	content that infringes any third party's Intellectual Property Rights, other proprietary rights or rights of publicity or privacy;
3.4.3.1.11.2.15.1.12.	content that contains viruses, trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, surreptitiously intercept,

- 3.4.3.1.11.2.15.1.13. detrimentally interfere with or expropriate any system, data or personal data;
- 3.4.3.1.11.2.15.1.14. content that is otherwise harmful, unlawful or illegal;
- 3.4.3.1.11.2.15.1.15. alcohol-related content; (unless required for campaign purposes)
- 3.4.3.1.11.2.15.1.16. gambling-related content; (unless required for campaign purposes)
- 3.4.3.1.11.2.15.1.17. tobacco-related content; (unless required for campaign purposes)
- 3.4.3.1.11.2.15.1.18. content relating to prescription drugs; (unless required for campaign purposes)
- 3.4.3.1.11.2.15.1.19. unmoderated forums; and/or
- 3.4.3.1.11.2.15.1.20. content that is harmful to minors in any way or otherwise unsuitable for them to view,
- 3.4.3.1.11.2.15.1.21. content that could be defined as disinformation and deliberately misleads or misinforms users
- 3.4.3.1.11.2.16. environments that do not comply with relevant regulatory or legislative guidance.
- 3.4.3.1.11.2.16. The Agency shall use appropriate software tools to verify that the websites and apps on the Client Inclusion List do not contain any Exclusion Content. The Client shall

not pay for ad impressions, clicks or post-campaign conversions delivered on inventory that contains any Exclusion Content. In the event that the Agency discovers or is notified that a Media Placement has appeared on a website that contains or links to Exclusion Content it shall use its best endeavours to remove the Media Placement as soon as possible and in any event within twenty four (24) hours of discovery or notification.

- 3.4.3.1.11.2.17. Notwithstanding the foregoing, the parties acknowledge news reporting editorial about content considered to be Exclusion List Content ("Editorial Content") may feature on Client Inclusion List websites and apps and that the Agency shall not be in breach of this paragraph or any clause in this Framework Agreement if Media Placements are made on Client Inclusion List websites and apps featuring such Editorial Content.
- 3.4.3.1.11.2.18. The Agency shall, in conjunction with the Client, conduct quarterly reviews and updates of the Exclusion Content and quarterly audits of the Exclusion Content against ad network buys, programmatic trading and promptly share the results with the Client. This should include a review of any Keyword Blocklists in use.
- 3.4.3.1.11.2.19. The Client shall be entitled to request for specific websites or apps to be removed/blocked from its digital campaigns (provided such notice is given at least twenty four (24) hours before activation) and the Client must approve the use of any ad network

- before any insertion orders (IOs) or Trading Deals are signed off by the Agency.
- 3.4.3.1.11.2.20. The Agency is aware of the Digital Trading Standards Group ("DTSG") "Good Practice Principles" and will comply with those principles, including using its reasonable endeavours to minimise the risk of ad misplacement, when supplying the Services.
 - 3.4.3.1.11.2.21. The Agency shall not place media on websites or their app counterparts that appear on the Police Intellectual Property Crime Unit ("PIPCU") Infringing Website List.
 - 3.4.3.1.11.2.22. The Agency will designate specific resources at a senior level to proactively develop brand safety and content verification policy in line with industry developments and embed agreed processes and best practice across the organisation. This may include but will not be limited to providing bespoke training to the Client.
 - 3.4.3.1.11.3. SAFE Framework - The SAFE Framework is the existing GCS standards which must be adhered to at a minimum across paid activity. These standards are not 'fixed', they may change in line with future challenges/issues within the industry. The Agency must proactively update GCS on industry brand safety developments and best practice and advice on new standards.
 - 3.4.3.1.11.3.1. The Agency will be required to provide a designated Senior Responsible Officer to proactively develop brand safety and content verification policy in line with industry developments and embed agreed processes and best practice across

the organisation. This may include but will not be limited to providing bespoke training to the Client

3.4.3.1.11.3.2. The Agency will also be required to implement the SAFE Framework across all Video inventory and utilise Agency products such as YouTube Curate to do so.

3.4.3.1.11.4. Ad Fraud

3.4.3.1.11.4.1. The Agency shall adopt policies and strategies to identify traffic fraud and mitigate its impact including implementing technology to detect and prevent such fraud and filtering traffic through suppliers who prioritise fraud detection.

3.4.3.1.11.4.2. Where Ad Fraud tools are employed, the Client shall only pay for ad impressions, clicks or post-campaign conversions verified by the ad fraud tool as being human traffic and, to enable the Client to verify compliance, the Agency shall provide the Client with access to monthly campaign level ad fraud reports and administrative access to the Client's account on the Ad Fraud detection platform. Where ads are placed in connection with any fraudulent, non-viewable and/or unsafe traffic and such ads are paid for by the Agency, the Agency must use reasonable endeavours to recover the value of such ads placed in cash, credits and/or other compensation on a proportionate basis. Each Client using an appropriate monitoring tool shall receive a proportionate share of any sums, credits or other compensation where the same is recovered by the Agency.

- 3.4.3.1.12. Although much of the above specification refers to digital channels the Agency shall consider equivalent issues in all other channels and work collaboratively with the Client in mitigating them.
- 3.4.3.1.13. The Agency must be fully capable of activating campaigns across the entirety of the UK as well as in individual devolved administrations, regions, local governments and communities that make up the UK. The supplier must also be capable of activating against audiences in international markets.
- 3.4.3.2. Deliverable(s) :
 - 3.4.3.2.1. **Media Buying Service(s)** - The Agency will provide comprehensive media buying services to the Client focusing on all the Principles outlined in this scope of work document. This includes but is not limited to negotiating media buys on the client's behalf, seeking out suitable investment opportunities, acting in a complete transparent way in regards to the accrual and allocation of value and adhering to the terms of this agreement and any standards as communicated by the Client. This is considered to be a Client Deliverable.
 - 3.4.3.2.2. **Advertising Operations Service(s)** - The Agency is required to provide advertising operation services that are agile and suitable to meet the requirements of a variety of clients under this Framework Agreement some of which will be seeking to get activity live as soon as possible. The Agency is also encouraged to take an innovative approach to driving further efficiencies in its adoperation services through use of automation or any other approaches that can meet Client requirements. This is considered to be a Client Deliverable.
 - 3.4.3.2.3. **Campaign Optimisation Service(s)** - For every media buy the Agency will continue to optimise the campaign on an ongoing basis with the objective of improving campaign performance as much as is possible and in line with the standards as communicated by the Client. This is considered to be a Client Deliverable.

- 3.4.3.2.4. **Media Campaign Reporting Service(s)** - The Agency is required to provide services for Campaign Reporting, which includes at designated times during or after a campaign providing clients with insights, statistics, analysis and update of the status of a campaign or piece of activity within a campaign. These services should be provided to the client by way of documents, dashboards and/or presentations as agreed and deemed appropriate by the Client and CCS. This is considered to be a Client Deliverable.
- 3.4.3.2.5. **Brand Safety and Ad Fraud Service(s)** - The Agency will provide Brand Safety monitoring, intervention and reporting service to Clients using this Framework Agreement specifically flagging issues and deploying interventions within 24 hours. This will include proactive engagement with leading publishers and platforms used to provide services under this Framework Agreement on their brand safety and Ad Fraud standards. The Agency will also procure and select the most suitable technologies and solutions to meet the Client's specific requirements. This is considered to be a Client Deliverable.
- 3.4.3.2.6. **Hard to Engage Audience Service(s)** - The Agency will provide specific services to enable clients to engage with specific audiences that are ordinarily more difficult and complicated to identify and communicate to. This service will be embedded into its media buying services. This is considered to be a Client Deliverable.

- 3.4.3.2.7. **Viewability Continuous Improvement Programme(s)** - 3 months before the start of the fiscal year the Agency will review and report on the progression of Framework Viewability standards across all media channels and work with CCS and GCS to agree a Viewability target for the year. The Agency will then provide CCS and GCS with a proposal on an approach to Viewability for the subsequent year that will be reviewed and agreed in advance of the start of the new fiscal year and include quarterly points to review performance against those Viewability goals. This is considered to be a Framework Deliverable.
- 3.4.3.2.8. **Log of Value Accrual and Allocation Document(s)** - The Agency shall maintain a document which will act as a ledger book of value accrued and allocated by channel, by media owner, technology and or data provider. The Agency will register all allocation of that value against any Client activity. This document shall be made accessible to CCS at all times. This is considered to be a Framework Deliverable.
- 3.4.3.2.9. **Log of Media Buy Document(s)** - The Agency shall maintain a document which will act as a log of all non-biddable media buys that have been executed through the Framework Agreement including but not limited to the following pieces of information :-
- 3.4.3.2.9.1. Date of Media Buy
 - 3.4.3.2.9.2. Date of which the first unit of media was delivered
 - 3.4.3.2.9.3. Client
 - 3.4.3.2.9.4. Client Campaign
 - 3.4.3.2.9.5. Media Channel
 - 3.4.3.2.9.6. Media Supplier
 - 3.4.3.2.9.7. Media Supplier SME Status
 - 3.4.3.2.9.8. Where the Media Supplier is a SME or not
 - 3.4.3.2.9.9. Media Supplier Product
 - 3.4.3.2.9.10. Targeting Used
 - 3.4.3.2.9.11. Buy Type
 - 3.4.3.2.9.12. Unit Cost
 - 3.4.3.2.9.13. Total Media Buy Cost

This is considered to be a Framework Deliverable

3.4.3.2.10. **Reconciled Media Plan Document(s)** - The Agency will reconcile all media costs against each approved Client media plan and PO. This will be done within 60 calendar days of media activity ending. Invoices and credits will be issued within 30 calendar days of reconciliation, or prior to the start of the fiscal year whichever comes first. The reconciled plan shall be made available to CCS and the Client at all times over the course of the Framework Agreement. This is considered to be a Client Deliverable.

3.4.3.2.11. **Clash Management Procedure Document(s)** - The Agency shall produce and maintain a document detailing its procedure for handling Clash Management across all channels for the variety of campaigns run for Client's through this Framework Agreement. As a minimum the document will be reviewed and updated on an annual basis. The Document shall be made available to CCS at all times over the course of the Framework Agreement and for a suitable period of time thereafter. This is considered to be a Framework Deliverable.

3.4.3.2.12. **Log of Traffic Assets Document(s)** - The Agency is required to maintain and share with CCS a document as a log of all trafficked creative assets including but not limited to details such as :-

3.4.3.2.12.1. File name

3.4.3.2.12.2. Third Party providing the file

3.4.3.2.12.3. Date the creative was set live

3.4.3.2.12.3.1. Date of which the first unit of media was delivered

3.4.3.2.12.4. Format

3.4.3.2.12.5. Channel

3.4.3.2.12.6. Approximate Media Units delivered against that creative asset

This is considered to be a Framework Deliverable.

- 3.4.3.2.13. **Report on Asset Utilisation Document(s)** - On a quarterly basis the Agency is required to maintain and share a report and insight into creative asset utilisation across by channel, by Client with CCS. This is considered to be a Framework Deliverable.
- 3.4.3.2.14. **Repository of evidence of Live Activity Services**
- The Agency is required to maintain and make available to CCS at all times a repository of images evidencing the activation of media activity. As a minimum the Agency should provide one image of a creative asset in the situation of a media buy per media channel activated for each campaign. The situation needs to be indicative of the standards which apply to the media buy. This is considered to be a Framework Deliverable.
- 3.4.3.2.15. **Live Campaign Reporting Document(s)** - The Agency is required to provide live and up to date reporting documents to the client on performance and status of a campaign, the frequency of that reporting should be agreed with the Client taking into consideration the duration of the activity, ongoing rate of investment and the opportunities for optimisations for that activity. The Agency should agree with the client the exact period of time the report should cover. This is considered to be a Client Deliverable.
- 3.4.3.2.16. **Post Campaign Reporting Document(s)** - The Agency is required at the end of the campaign to provide a comprehensive document report of the activity that has run. As well as all statistics and information relating to the media. The report should also include insight and analysis into learnings and what could be improved from the campaign. The Agency should agree with the Client the relevant time after the campaign has run for the Post Campaign Report to be delivered. This is considered to be a Client Deliverable.

3.4.4. Scope : Biddable Media Team

The Agency will take an agnostic approach to biddable media channels where possible optimising media budgets across all

biddable channels to ensure Value for Money, achieve Outcomes and avoid audience saturation and over exposure. To support this the Agency is required to build and maintain a fully transparent Biddable Media Team that will provide a fully disclosed real time bidding service capable of buying media internationally..

3.4.4.1. Specification(s) :

- 3.4.4.1.1. Programmatic is not considered to be a media channel, it is considered to be a method of buying media. Real Time Bidding and Programmatic Guaranteed are considered to be one of many types of Programmatic trading methods.
- 3.4.4.1.2. The specification of the Biddable Media Team is to provide services for all media channels with Real Time Bidding opportunities. Programmatic Guaranteed opportunities are not strictly considered to be exclusive to the remit of the Biddable Media Team and should also be explored as part of ordinary media buying services.
- 3.4.4.1.3. With the exception of programmatic out of Home. All channels that are subjected to real time bidding mechanisms are considered to be within the remit of the Biddable media team. The Biddable Media Team shall work collaboratively with the appointed OOH Specialists Agency equivalent team with Real Time Bidding capabilities.
- 3.4.4.1.4. The Biddable Media Team shall contain suitably experienced individuals with the correct level of technical, mathematical, analytical and creative capabilities. The biddable media team should be able to deploy suitable bidding strategies, techniques, analysis, automated workflows and utilise programmable technologies.
- 3.4.4.1.5. The Biddable Media Team will be required to be an innovative and future thinking component of the services. The Biddable Media Team will always be considering the future direction of travel of access media inventory and proactive seeking out upcoming RTB opportunities across all channels.

- 3.4.4.1.6. The Biddable Media Team will also be proactive in cross media measurement opportunities and audience tactics.
- 3.4.4.1.7. The Biddable Media Team will be proactive in fostering consideration throughout the entire marketing process including liaising with Clients, creative agencies, media planning agencies and any other relevant third parties.
- 3.4.4.1.8. The Biddable Media Team shall work closely with the GCS MMD team or equivalent functions of any client using this Framework Agreement.
- 3.4.4.1.9. Login access to all platforms used by the Biddable Media Team will be available to CCS and GCS. Login access should also be available to Client's using this Framework Agreement for the parts of those platforms concerning services that have been provided to them specifically. The Agency is required to set up all platforms in a way that can facilitate this access and enable transfer of any specific client or client groups instances or accounts from the Agency to Client, GCS or CCS .
- 3.4.4.1.10. Subject to the relevant confidential terms in the Framework Agreement or Call-Off Contract The Agency is also required to make read only access available to any third parties agencies at Clients, GCS or CCS's request.
- 3.4.4.1.11. Clients using this Framework Agreement may consider/request owning direct ad technology supplier contracts (such as demand-side platform, brand safety tools, ad fraud detection tools, Viewability etc.). The Agency shall comply with such request(s) and include the ability for the Clients to own direct ad technology contracts in the bidding process during the Term and accounted for in the Agency's Charging Structure. This includes, but is not limited to, any dedicated CCS, GCS or Central Government Department seats or instances on any platforms.

- 3.4.4.1.12. During the Transition Period the Agency consideration should be given to the potential requirement to decouple the current advertising technology platforms or establishing a new account structures.
- 3.4.4.1.13. In relation to Programmatic Media procured by the Agency, the Agency shall:
 - 3.4.4.1.13.1. outline, log and report to the Client in relation to the full time equivalents (FTE) working across the programmatic trading of the Client;
 - 3.4.4.1.13.2. disclose to the Client managed services fees and explain and demonstrate how they will be calculated and applied;
 - 3.4.4.1.13.3. disclose to the Client any additional markups or profit from managing the Client's Programmatic Media;
 - 3.4.4.1.13.4. disclose to the Client rebates or preferred Supplier arrangements, including areas such as discounted tech platform fees, shared platform managed services staffing support, rebates tied to spend tiers, etc;
 - 3.4.4.1.13.5. disclose to the Client its programmatic preferred media or data deals that the Agency has brokered for its Agency trading desk in order to avoid bias;
 - 3.4.4.1.13.6. grant the Client appropriate read only and administrative access to all media-buying platforms, including access to reports and (where required by the Client) to online and offline data including API access.
 - 3.4.4.1.13.7. The Agency will implement a fully disclosed and transparent programmatic trading desk model for the all Client's and will provide an itemised breakdown of all costs and/or fees for any aspect of the this programmatic trading desk including but not limited to tech, media, data, custom engineering;
 - 3.4.4.1.13.8. Comply with the Client's strict programmatic optimisation and trading controls including

tolerance of bid prices, floor prices, buying strategy on Open Marketplace (OMP) and Private Market Place (PMP) deals, strategy budgets, campaign budgets including all standard campaign management controls in order to avoid unwarranted trading.

3.4.4.2. Deliverable(s) :

3.4.4.2.1. **Biddable Media Service(s)** - The Agency will provide a biddable media team that will bring together experts in Real Time Bidding opportunities for a range of channels including but not limited to Paid Search, Paid Social, RTB Display, RTB VOD, RTB Audio. The team will be responsible for activating biddable campaigns with expert levels of proficiency and knowledge. Including an understanding of the range of technical opportunities on advertising technology platforms such as scripts, programmable platform solutions and automated decisioning services. This is considered to be a Client Deliverable.

3.4.4.2.2. **Biddable Media Report Document(s)**- On a quarterly basis the Agency shall provide a report detailing statistic on all biddable media channels including but not limited to :-

- 3.4.4.2.2.1. Spend by Biddable Media Channel
- 3.4.4.2.2.2. Spend by Media Supplier
- 3.4.4.2.2.3. Spend by Technology Provider
- 3.4.4.2.2.4. Spend by Data Supplier
- 3.4.4.2.2.5. Win rate by channel
- 3.4.4.2.2.6. Min and Maximum bid rates
- 3.4.4.2.2.7. Average bid by commonly used targeting solution
- 3.4.4.2.2.8. Percentage break down of supply chain deductions of total cost to client
- 3.4.4.2.2.9. Spend on data channel
- 3.4.4.2.2.10. biddable channel insights
- 3.4.4.2.2.11. Reach
- 3.4.4.2.2.12. Frequency
- 3.4.4.2.2.13. Key learnings
- 3.4.4.2.2.14. Issues, Risks and Mitigations

This is considered to be a Framework Deliverable

3.4.4.2.3. **Advertising Technology Access log and procedure Document(s)** - The Agency will produce and maintain a document with a comprehensive list of Advertising Technology currently used to provide service under this Framework Agreement. That document will also detail the process and procedure for granting access, removing access and a regular auditing of exactly which Agency and non-Agency personnel have access to each platform. This is considered to be a Framework Deliverable.

3.4.5. Scope : International Media Buying

The Agency shall execute media buying plans on an international basis across the same channels mentioned in Clause 3.1.4.

The Clients using this Framework Agreement will have a wide range of target audiences including (but not limited to) UK and non UK citizens, consumers, businesses, governments and foreign public sector organisations.

3.4.5.1. Specifications(s)

3.4.5.1.1. The Agency will be required to provide paid media services to reach businesses, citizens, consumers, businesses, governments and foreign public sector organisations audience and audience group solutions.

3.4.5.1.2. The Agency must provide document evidence in the form of a proposal to support the suitability of organisations it owns or has any interest in to support a client's international requirements. Where the Agency doesn't have a suitable presence within a specific market the Agency is expected to hold a competitive process for subcontracting the services to a suitable local Agency. The Agency must keep the client included and informed on decisions made and the selection criteria which informed that decision. Any Agency subcontracted via this route must be capable of providing the service with the agreed upon international local market rates.

- 3.4.5.1.3. In addition the Agency must also be capable of providing international Business to Business (BTB) services.
- 3.4.5.1.4. The Agency will be expected to provide a joined up domestic and centrally run international services ensuring true collaboration and consistency in the service levels and standards of each including but not limited to;
 - 3.4.5.1.4.1. the same or equivalent escalation procedures and performance management processes
 - 3.4.5.1.4.2. Proper inclusion and consideration of International in all initiatives, projects, research pieces or continuous improvement programmes,
- 3.4.5.1.5. Typically international campaigns can require multiple regional market implementations by regional Agency teams in North America, Europe, Middle East and Africa and Asia Pacific, coordinated by a UK based Agency central team.
- 3.4.5.1.6. The Agency must be able to create and execute plans on an international basis. International briefs may require coordination from the UK or within the local market.
- 3.4.5.1.7. The Agency will also be expected to provide specialist insight and knowledge into Clients desired markets and inform the client in response to a brief of any specific requirements to procure media in a particular region and geographic region.
- 3.4.5.1.8. The Agency is expected to be suitably knowledgeable of the paid media market in an international region and take into consideration all ongoing and upcoming events, occasions, seasons, laws, bylaws advertising standards, advertising restrictions and prevailing issues within

that market and as relevant to the Clients requirement.

- 3.4.5.1.9. Where possible the Agency is expected to make reasonable attempts to resolve or mitigate any issues arising out of unforeseen issues between the agreed upon charging structure and legal or otherwise requirements of any international market.
- 3.4.5.1.10. The Agency is expected to work with Clients to determine whether it would be suitable for the services to be provided from the UK or locally depending on the requirements and region.
- 3.4.5.1.11. The Agency is required to support the Government in navigating the changing paid media landscape. This includes but is not limited to :-
 - 3.4.5.1.11.1. ensuring that that Government departments can:-
 - 3.4.5.1.11.2. continue to communicate to audiences in a privacy compliant way,
 - 3.4.5.1.11.3. be market leading in regards to media quality and transparency standards
 - 3.4.5.1.11.4. take advantage of opportunities such as automated media buying and cross media measurement
 - 3.4.5.1.11.5. promote a diverse and inclusive supply chain and talent pool.
- 3.4.5.1.12. The Agency is expected to proactively seek out new and innovative advertising opportunities in the international market.
- 3.4.5.1.13. The Agency and any of its subcontractors are expected to be fully proficient in all local or media, data and privacy region laws and regulations concerning services under this Lot.
- 3.4.5.2. Deliverables(s):

These deliverables are in additional to those listed under 3.1.3.2 Media buying deliverables

- 3.4.5.2.1. **International Media Buying Service(s)** - The Agency will provide comprehensive international media buying services to the Client focused on Value for Money and delivering Outcomes. This includes but is not limited to negotiation on the clients behalf, seeking out suitable investment opportunities, acting in a completely transparent manner in regards to the accrual and allocation of value, adhering to the terms of this agreement and standards as communicated by the Client. This is considered to be a Client Deliverable.
- 3.4.5.2.2. **Market Media Market Overview** - At the request of the client the Agency will compile and provide a document which details the paid media opportunities in a given market. This document will include an index of the comparative cost of media in that market, highlight any relevant risks and provide indication on reach and engagement statistics of any commonly used media opportunities. This is considered to be a Client Deliverable.
- 3.4.5.2.3. **International Activity Log Document(s)** - The Agency shall maintain a log of media buys, by region, country, Client, Client Campaign and activity live dates. As part of this log the document shall also take notes of issues or specifics of a particular region or geographic location. This log shall be made available to CCS at all times over the duration of the Framework Agreement. This is considered to be a Framework Deliverable.

3.4.6. Scope : Relationship Management Out of Home Specialist Agency

In line with 3.1 above, the Agency will provide Out of Home Media Buying Service to Clients using this framework agreement. However it must subcontract those services to the Agency awarded under Lot 3 of RM6123 Media Services and CCS will have full access and visibility of that subcontract. CCS will also determine the commercial terms of that subcontract in line with the commercial remuneration and pricing submission of the Agency awarded under Lot 3 and any subsequent amendments to either of those elements.

The Agency shall work collaboratively with the Out of Home Specialist Agency to deliver a seamless experience to the client.

3.4.6.1. Specification(s):

- 3.4.6.1.1. The Agency shall have the final decision on the total recommended media plan but must ensure for every media plan that Out of Home media (OOH) has been given fair and proper consideration.
- 3.4.6.1.2. The Agency is required to include the relevant personnel within the Out of Home Specialist Agency organisation all in client meetings, reviews and face to face response to brief meetings. Where the Agency is invited to attend an advance briefing or a briefing involving multiple other agencies it must give the Out of Home Specialist Agency due notice of such a meeting and an opportunity to attend.
- 3.4.6.1.3. CCS will on an ongoing basis monitor and review the relationship between the Agency and the Out of Home Specialist Agency taking any interventions it deems necessary to rectify any issues in the relationship.
- 3.4.6.1.4. The Agency is encouraged to facilitate embedding opportunities for personnel with the Out of Home Specialist Agency and encouraged to foster a joined up team approach to meeting clients requirements.
- 3.4.6.1.5. The Agency is expected to foster a truly transparent relationship with the Out of Home Specialist Agency sharing all Client information, data and deliverables produced that may be relevant.
- 3.4.6.1.6. In the case of a dispute between the Out of Home Specialist Agency and the Agency, CCS shall act as a point of escalation and will adopt its own procedure for resolving the dispute.
- 3.4.6.1.7. As part of the seamless delivery of service to the Client the Agency will be required to act as a billing agent for Out of Home Specialist Agency. The Agency will be required to share all information the Out of Home Specialist Agency needs to complete its own MI submission.

3.4.6.2. Deliverable(s):

- 3.4.6.2.1. **Relationship Management Out of Home Media Specialist Service(s)** - With the input of the OOH Specialist Agency the Agency will lead on the design. Implementation and maintenance of a relationship management process and procedure which has the objective of facilitating a seamless customer experience of the joined up services delivered by the two agencies. This is considered to be a Framework Deliverable.
- 3.4.6.2.2. **Client Billing Agent for Out of Home Media Specialist Service(s)** - The Agency will agree to act as a billing agent for the Out of Home Agency Specialist. The intention here is for clients to be able to facilitate the payment of the media secured via the Out of Home Specialist Agency through the same payment facilities as the rest of its media purchases. This is considered to be a Client Deliverable.
- 3.4.6.2.3. **Terms of Reference Document(s)** - The Agency will lead with the input of the OOH Specialist Agency on a document which will set clear terms and conditions for work together, include regular meetings, the sharing of client information and data, attendance to key client meetings and any restrictions that apply between the two organisations. This document will be reviewed on a regular basis and as a minimum annually in line with the annual review of scope led by CCS. This should be appended to the subcontract which CCS will have full access to. This is considered to be a Framework Deliverable.
- 3.4.6.2.4. **Service Level Agreement Document(s)** - The Agency will lead with the input of the OOH Specialist Agency on a document which provides a set of designated time durations for key deliverables between the two parties and cascading dependables including ad hoc requests from clients and CCS. The Agency will adopt a flexible approach to these SLA. This should be appended to the subcontract which CCS will have full access to. This is considered to be a Framework Deliverable.

3.4.6.2.5. **Memorandum of Joint Commitment to Seamless Services Document(s)** - The Agency and the OOH Specialist will both sign a commitment to Seamless Customer Experience and adhere to that commitment through the Framework Agreement. This should be appended to the subcontract which CCS will have full access to. This is considered to be a Framework Deliverable.

3.4.7. Billing and Invoicing Support

The Agency will provide Clients using the CCS Framework with dedicated billing and invoicing services to help ensure that the Agency and Clients using the Framework Agreement have suitable invoicing and billing support, adhere to the prompt payment notice, keep aged debits and credits as low as possible, ensure sustainable financial processes, continuously improve accuracy in billing and invoices and make sure that best financial practice is adhered to.

3.4.7.1. Specification(s):

3.4.7.1.1. The Agency will ensure that it has suitably qualified and competent finance resources dedicated to the Framework Agreement. A single point of contact will be provided to CCS to give regular updates on all financial matters including financial audits.

3.4.7.1.2. The Agency will actively manage Purchase Orders (PO) and will ensure that all invoices related to a specific PO are invoiced to the client 60 calendar days in advance of the close of the fiscal year. Where the Agency anticipates that it will be unable to meet this requirement it will give the Client notice 60 calendar days in advance of the end of the fiscal year with accompanying details of the specific affected campaigns and or media buys.

3.4.7.1.3. The Agency will reconcile all media costs against each approved Client media plan and PO. This will be done within 60 calendar's day of media activity ending. Invoices and credits will be issued within 30 calendar days of reconciliation, or prior to the start of the fiscal year whichever comes first.

- 3.4.7.1.4. The Agency will actively manage any third party or outsource finance or billing organisation that it contracts to handle invoicing on behalf of clients or media suppliers related to spending through this Framework Agreement.
- 3.4.7.1.5. The Agency will ensure that all its staff working on the business of CCS customers using this Framework Agreement have been suitably trained on finance processes and their financial practices are monitored on an individual basis and performance management deployed where individuals are consistently failing to meet those standards.
- 3.4.7.1.6. The Agency will maintain a suitable monthly reporting schedule to CCS on its aged debts and credit positions.
- 3.4.7.1.7. The Agency will maintain a suitable candour of reporting to CCS on any accrued position of AVBs, Unbilled Media and any other value or benefit in kind related to spend through this Framework Agreement. Providing as a minimum a report on a quarterly basis of each.
- 3.4.7.2. Deliverable(s) :
 - 3.4.7.2.1. **Billing and Invoicing Support Service(s)** - The Agency will provide billing and invoice support services to facilitate good billing and invoicing experience for customers including the management of client POs, ensuring the entire Agency team follows best practices and managing any third party payables resource. This is considered to be a Client Deliverable.
 - 3.4.7.2.2. **Financial Reporting Document(s)** - Once a month the Agency will provide CCS with a report detailing current aged debt and credit positions by client and duration of outstanding positions. On a quarterly basis the Agency will also provide an update to CCS on Aged Debt and Credit positions. This is considered to be a Framework Deliverable.

3.4.7.2.3. **Call of Contracts and Reporting Document(s) -**

On a monthly basis the Agency will provide CCS any new Call Off contract accompanied with a up to date report of all Call Off contract under Framework Agreement including;

- 3.4.7.2.3.1. Customer
- 3.4.7.2.3.2. Contract Start Date
- 3.4.7.2.3.3. Contract End Date
- 3.4.7.2.3.4. Contract Spend Threshold
- 3.4.7.2.3.5. Contract Spend Month to Date

This is considered to be a Framework Deliverable.

3.4.7.2.4. **Filing of all invoice Service(s) -** The Agency will maintain a repository of all supplier invoices related to media buys made through the CCS Framework Agreement. The Agency will also maintain a repository of all client invoices made to Clients on the CCS Framework. Both of these repositories will be available to CCS at all times over the duration of the Framework Agreement. This is considered to be a Framework Deliverable.

3.4.7.2.5. **Framework Commercial Model Reporting Document(s) -** In line with the Framework commercial model the Agency will provide to CCS on a monthly basis;

- 3.4.7.2.5.1. A detailed statement of FTE costs it has incurred to provide services under the Framework Agreement
- 3.4.7.2.5.2. A detailed report of the fees, commissions and or levy's it has collected from Clients using the Framework Agreement, broken down by the component parts.
- 3.4.7.2.5.3. A balance of the commission against the costs to provide the services, inclusive and indicative of the Agency profit markup

This is considered to be a Framework Deliverable.

3.4.8. **Scope : GCS Benchmark Database Development**

To support outcome based buying, the Agency will be responsible for the further development of the GCS Benchmark Database, including it's maintenance and generation of insights.

3.4.8.1. Specification :

- 3.4.8.1.1. The Agency will be required to take a version of the GCS Benchmark Database at the point of commencement of the Framework Agreement, maintain and develop it for the entirety of the Framework Agreement.
- 3.4.8.1.2. The Agency will be required to review the existing database then agree with GCS a methodology and process of updating the database going forward. This should also include developing additional use cases and highlighting new capabilities that could be developed.
- 3.4.8.1.3. The Agency will be required to ensure that the latest version of the benchmark database is available to GCS and CCS at all times over the course of the Framework Agreement.
- 3.4.8.1.4. The Agency will be required to produce and co-author with GCS and any Central Government Department insights and thought pieces from the GCS Benchmark database at an agreed upon frequency. Any insights, reports, data, analysis, tools, algorithms, models and presentations produced using data in the GCS Benchmark Database shall be considered to belong to GCS from the moment of creation.
- 3.4.8.1.5. 3 months prior to the start of the fiscal year the Agency shall work with GCS in agreeing the objectives for the GCS Benchmark Database for that fiscal year including designing and agreeing a schedule for any development work to be completed.

3.4.8.2. Deliverable(s) :

- 3.4.8.2.1. **Database Maintenance Services** - The Agency is expected to provide service for the maintenance and development of the GCS Benchmark Database, this includes but is not limited to;
 - 3.4.8.2.1.1. Ensure that the Database is kept populated with the latest data.

- 3.4.8.2.1.2. Reviewing, rectifying and maintaining a suitable data structure and naming conventions.
- 3.4.8.2.1.3. The use of a single, consistently applied Taxonomy by the Agency - this should be developed together with central GCS. This to ensure the agency maintains well-structured and organised data, so Government can access, understand and use all data transferred.
- 3.4.8.2.1.4. Taking active steps to improve the accuracy of the data entered.
- 3.4.8.2.1.5. Exploring the application of automation, visualisation and machine learning to the GCS Benchmark Database.
- 3.4.8.2.1.6. Considering and designing potential applications and use cases with GCS.
- 3.4.8.2.1.7. Problem solving issues with internal and external access to data.
- 3.4.8.2.1.8. Exploring the augmentation of other relevant or alternative data sources.

This is considered to be a Framework Deliverable.

- 3.4.8.2.2. **Annual Database Development Plan Document(s)** - Commencing 3 months prior to the start of the fiscal year the Agency is expected to work with GCS to develop a full year road map of Database related activity including a schedule for any further enhancement to the database. The Agency should produce a document(s) detailing this plan and present that document to GCS, once agreed and approved the plan should be implemented with reviews scheduled in at the relevant milestone stages. This is considered to be a Framework Deliverable.
- 3.4.8.2.3. **Annual Client Specific Database Insight Service(s)** - For each Client on the Framework Agreement spending above a threshold to be determined by GCS and CCS the Agency shall produce for that Client on an annual basis a specific set of insights and analysis from the GCS Benchmark Database base on that Client's own campaigns, audience or policy objectives and

where relevant comparison with the rolled up data of other Clients in the GCS Benchmark Database. This is considered to be a Client Deliverable.

3.4.8.2.4. **Quarterly Database Insight report Document(s) and Presentation** - The Agency is expected to produce a report drawing insights from the GCS Benchmark Database and on a quarterly basis. The Agency will need to agree the content and relevant forums for the report to be presented in with GCS. This is considered to be a Framework Deliverable.

3.4.8.2.5. **Quarterly GCS Benchmark Database review** - On a quarterly basis the Agency will meet with GCS and CCS to review the development of the GCS Benchmark Database and agreed on new entries into the benchmark database as well as discuss any issues or obstacles to the population and maintenance the GCS Benchmark Database. This is considered to be a Framework Deliverable.

3.4.9. Scope : GCS Data Platform Support

The Agency will support GCS in the development of the GCS Data Platform, its primary role will be to facilitate the ongoing transfer of Data from all platforms used to provide the service to the GCS Data Platform.

3.4.9.1. Specification :

3.4.9.1.1. Through a commitment of data transparency, the agency should have the capability to share all data related to Central Government and GCS Client's media buying data at both log level and aggregated reporting levels at an agreed frequency, or when requested. Data should be accompanied with supporting documentation and agency side domain expertise to support the GCS using this data.

3.4.9.1.2. The Agency should continuously seek to improve the technologies and processes utilized to support this service, embracing secure, new and emerging technologies to do so.

3.4.9.1.3. The following are broad technology and data governance requirements which the GCS would expect the Agency to adhere to:

3.4.9.1.3.1. At the center, GCS data and analytics infrastructure is built upon Amazon Web Services (AWS) Cloud Infrastructure and Tableau Server, which the Agency will need to have the technical capability to work and integrate securely, to share Central Government and GCS Client's data if requested.

3.4.9.1.3.2. The Agency will need the technical ability to directly and securely share/transfer Central Government and GCS Client's data to such systems upon request, through secure means, for example: direct API connections or automated data transfer services.

3.4.9.1.3.3. By default, Central Government and GCS Client's users from one call-off contract client should not have access to data for another call-off contract client in a supplier's system(s) or platform(s).

3.4.9.1.3.4. For operational security reasons, the Agency should expect limited access to Central Government and GCS Client's data environments. Access will likely be restricted to programmatic access or via IAM User Accounts with pre-set permissions (e.g. below 'Admin' level).

3.4.9.2. Deliverable(s) :

3.4.9.2.1. **Data Transition Services** - The Agency will need to provide technical capabilities to support the transfer of all data, supporting documentation and information pertaining to the Central Government or GCS media investment. The service must be provided in a way so as to be able to isolate and exclude non-Central Government or GCS campaign data from that transfer. This is considered to be a Framework Deliverable.

- 3.4.9.2.2. **Taxonomy Management** - The Agency will have a consistent taxonomy to be used together with central GCS. This to ensure the agency maintains well-structured and organised data, so Government can access, understand and use all data transferred. This is considered to be a Framework Deliverable.
- 3.4.9.2.3. **Activity Log Document(s)** - The Agency will maintain a weekly activity log of the work it has undertaken in providing Data Transition Services including a log of any technical or otherwise issues faced and costs incurred from any tools or technologies that need to be deployed to facilitate the transfer of data. This is considered to be a Framework Deliverable.

3.4.10. GCS Transparent Media Exchange

The Agency will operate a fully transparent digital media exchange solution that curates suitable media inventory from compliant publishers and publisher groups, makes that inventory accessible programmatically and handles all billing and invoices through that entire supply chain to ensure full transparency of all deductibles from the clients approved spend. This shall be referred to as the Government Communications Services Transparent Media Exchange.

3.4.10.1. Specifications(s):

- 3.4.10.1.1. In addition to ensuring the highest possible levels of spend transparency through this programmatic ecosystem, the promotion of the best available brand safety, Viewability and ad fraud standards of any participating publishers should be at the heart of any offering.
- 3.4.10.1.2. It is GCS's ambition to incentivise and encourage the whole industry to adopt transparent and brand safe practices at all stages of the programmatic supply chain.
- 3.4.10.1.3. These standards can include, but are not limited too:
 - 3.4.10.1.3.1. At least IAB Gold Standard Certification for any publishers
 - 3.4.10.1.3.2. Ad fraud control in line with GCS acceptable standards

- 3.4.10.1.3.3. Adhering to the same Brand Safety requirements under the SAFE Framework which apply to inventory outside of any solution.
- 3.4.10.1.4. For publishers who do not meet these, GCS would reserve the right to veto their participation in any solution.
- 3.4.10.1.5. 3 Months in advance of the new fiscal year the Agency and GCS will discuss goals, objectives and any further development of the solution for the subsequent year including but not limited to:
 - 3.4.10.1.5.1. Targets for Total % spend going to through the solution
 - 3.4.10.1.5.2. Viewability, Brand Safety and Ad fraud Targets
 - 3.4.10.1.5.3. The addition of publishers or specific publisher groups or categories
- 3.4.10.1.6. If the Agency needs to select any technology solutions to meet its requirement under this scope of work it will include GCS and CCS in the process for making that selection including providing full visibility of criteria and scoring.
- 3.4.10.1.7. GCS and CCS are open to arrangement whereby the solution is made available to other clients the Agency works with. However CCS and GCS retains the right to veto the availability of the solutions to any advertiser where there is a reputational risk to CCS and or GCS.
- 3.4.10.1.8. The solutions must be developed in such a way that any internal or external government function can be given access to the inventory source.
- 3.4.10.1.9. The Agency is required to support CCS and GCS in promoting the availability and benefits of the solution.
- 3.4.10.2. Deliverables(s):

- 3.4.10.2.1. **Government Communications Services Transparent Media Exchange Service(s)** - The Agency will provide services to develop, maintain and operate a fully transparent media exchange solution that curates suitable media inventory from compliant publishers, media suppliers and publisher groups, makes that inventory accessible programmatically and handles all billing and invoices through that entire supply chain to ensure full transparency of all deductibles from the clients approved spend. This is considered to be a Framework Deliverable.
- 3.4.10.2.2. **Quarterly Reporting Document(s)** - On a quarterly basis the Agency will provide a suitably detailed report on the solution and arrange time with GCS and CCS to take them through the report and any key points. The Content of this report will be agreed with CCS and GCS at the start of the fiscal year with GCS, CCS and The Agency being flexible and considerate of any variation to that agreement within the fiscal year. This is considered to be a Framework Deliverable.
- 3.4.10.2.3. **Annual Review and Reconciliation Document(s)** - On an annual basis the Agency will conduct a review of the solutions and a full reconciliation of all associated billing, invoicing and costs associated with the solution. The Agency will share and present this to CCS and GCS outlining any issues, risks and also reviewing the performance against any targets that were set for that fiscal year. This is considered to be a Framework Deliverable.
- 3.4.10.2.4. **Annual Development Plan and Roadmap Document(s)** - 3 months prior to the start of the fiscal year the Agency will provide GCS with a proposal and plan to develop the solution over the next fiscal year. This will include making a recommendation of performance targets for the subsequent fiscal year, identifying any new publishers or publisher groups to be on boarded, identifying any new capabilities or development work that needed to be undertaken. This is considered to be a Framework Deliverable.

3.4.11. Scope : Central Reporting and Archiving

The Agency will maintain a suitable cadence and schedule for reporting to GCS and CCS to support the overall management of oversight of the Framework agreement and delivery of government campaigns.

3.4.11.1. Specification :

- 3.4.11.1.1. At all times over the duration of the Framework Agreement and for a reasonable amount of time thereafter the Agency will make available to CCS and GCS all documents that have been produced as part of providing services under this Framework Agreement.
- 3.4.11.1.2. To manage the volume and quantity of these documents the Agency will maintain a cloud based repository of data and information, this should be made available to CCS and GCS at all times over the course of the Framework Agreement and for a suitable period thereafter.
- 3.4.11.1.3. The repository should be designed or files organised in a way to provide some overarching information and intelligence of the content or sections of content within the repository.
- 3.4.11.1.4. The Agency is required to agree in advance of the fiscal year the reporting schedule and frequency of reporting with GCS and CCS.

3.4.11.2. Deliverable(s) :

- 3.4.11.2.1. **Central Cloud Storage Repository Service** - The Agency will provide and maintain a cloud repository of all documents that have been produced as part of providing services under this Framework Agreement, this should be made available to CCS and GCS at all times over the course of the Framework Agreement and for a suitable period thereafter. The Agency will be responsible for uploading documents onto the repository, ensuring a suitable organisational structure and taxonomy and file naming conventions are adhered to. The Agency will also consider the further development of the repository to provide reporting and insight capabilities. The repository will be developed in a way so as to make it transferable to CCS or GCS at any point of the Framework Agreement or thereafter. This is considered to be a Framework Deliverable.
- 3.4.11.2.2. **CCS Reporting Document(s)** - On a monthly basis the Agency will provide CCS and GCS with a report detailing the campaigns which have run and key information and statistic related to them, this can be provided as part of the Client Activity Tracker under the scope of work of the Public Sector Specialist Account Management scope. This is considered to be a Framework Deliverable.
- 3.4.11.2.3. **Designated Central Dashboard Service(s)** - The Agency is required to maintain and make available to CCS and GCS a central Dashboard of all campaign activity that will enable GCS or CCS to see a snapshot of all live activity, their campaign durations, key information and statistics, audience and channel. The specifics of this central dashboard should be agreed with CCS and GCS and reviewed on an annual basis with a designated pipeline for enhancement of features and capabilities. The Dashboard must be provided on a system that will be transferable to CCS, GCS or third party Agency at any point over the course of the agreement or on expiry or termination of the Framework Agreement. This is considered to be a Framework Deliverable.

3.5. Framework Initiatives

The following are initiatives considered to deliver the key strategic benefits of a single Agency model and the Agency shall work with GCS and CCS on and ensure that the benefits of a single Agency model are realised and shared with each individual government department, ALB, NDPB and public sector organisation using the Framework Agreement. These initiatives shall be delivered by a collaboration of GCS, CCS and The Agency. With agreed upon exceptions as expressly indicated by CCS these initiatives and their deliverables shall be provided without further cost to Clients, CCS or GCS.

3.5.1. Initiative: Transitioning and Off boarding Services

3.5.1.1. Specification

- 3.5.1.1.1. The Agency is required to provide account transition services to support the full transfer of all the Clients from the current Media Buying Framework Agreement RM6003 onto this Lot. The Agency is also required to maintain a process and procedure for Off boarding from the Framework Agreement in the event of termination or expiry of the Framework.
- 3.5.1.1.2. From the point of award the Agency is required to put in place project management and coordination services and resources to lead with CCS the successful transition of the services from the previous Framework Agreement onto this new Framework Agreement
- 3.5.1.1.3. From the point of award the Agency is required to put in place a named and suitably resource its transition team which includes a board level Senior Responsible Officer.
- 3.5.1.1.4. As part of the transition process the Agency as a minimum should design and implement a project plan, project time, stakeholder matrix and risk register.
- 3.5.1.1.5. As part of the transition process and as a minimum the Agency must make CCS, GCS and Clients aware of any core dependable, urgent date and milestones.
- 3.5.1.1.6. As part of the transition process the Agency should not take the current ways of working things as an indication of best or future ways of working and

should seek in transition to implement changes to best enable it to meet the requirements of the deliverables as outlined in this document.

3.5.1.1.7. The Agency must be willing to put in place the required frequency of meetings to manage the transition project.

3.5.1.1.8. After the completion of the transition the Agency will be required to draft and agree with CCS a document detailing the offboarding process, this document will include clear indication of the process for transition the services at the termination or expiry of this Framework agreement. This document should be reviewed and updated on an annual basis in line with the annual review of the scope of work review lead by CCS.

3.5.1.2. Deliverable(s) :

3.5.1.2.1. **Framework Transition Service(s)** The Agency is required to provide framework transition services to lead with CCS the project for moving clients and all related client information, data, services, processes and procedures from the existing Framework agreement and onto this framework agreement. The Agency will be required to set up the service to adhere to the scope, specification and deliverables outlined in this document. This may involve working collaborative with a third party Agency including but not limited to the incumbent supplier.

3.5.1.2.2. **Transition Project Plan Document(s)** The Agency is required to design and agree with CCS a Project Plan Document that will clearly define the transition project, timelines, risks and dependencies. The document should be kept up to date and reviewed with CCS weekly.

3.5.1.2.3. **Off boarding Document(s)** In the final year of the agreement the Agency is required to design and agree with CCS a Project Plan Document for Off boarding the services. Including in that plan the process and procedures in the event of retaining the account as well as the process and procedures in the event of losing the account The document

should be kept up to date and reviewed with CCS quarterly from the last year of the Framework Agreement.

3.5.2. Initiative : Annual Test and Learn Agenda

The Agency shall be expected to run an annual test and learn programme that seeks to test new approaches or media products and then make learnings and opportunities available to all organisations using the Framework Agreement.

3.5.2.1. Specification - The service shall be run taking into consideration the principle of Value for Money and the specific requirements of the public sector organisations using this Framework Agreement.

3.5.2.2. Deliverable(s) :

3.5.2.2.1. **Test and Learn Project Management Service(s)**

- The Agency will design and project manage an annual Test and Learn programme. The Agency will collaborate with GCS, CCS and relevant Central Government Departments on the design and implementation of the Test and Learning programme including on the dissemination and implementation of learnings.

3.5.2.2.2. **Test and Learn Proposal Document(s)** - The Agency will create a document and presentation of the recommended Test and Learn Agenda for the following fiscal year delivered 3 months in advance of that period. The document and presentation should also cover the implementation plan of the Test and Learn Agenda, this plan should include dates of activity, requirements and milestones.

3.5.2.2.3. **Test and Learn Plan Review Document(s)** A document and presentation reviewing the Test and Learn Agenda for the previous fiscal year with learnings and recommendations for subsequent years.

3.5.2.2.4. **Test and Learn Plan Communications Services**
The Agency will be required to produce All marketing collateral to communicate the Test and Learn Agenda and disseminate the learnings to organisations using the Framework Agreement.

3.5.3. Initiative : Strategic Media Partnership Programmes

The Agency will explore strategic partnerships or upfront agreements with media and media technology suppliers that can deliver substantial value to GCS and/or deliver benefits that can span the requirements across multiple Central Government Departments, programmes or campaigns.

3.5.3.1. Specification :

- 3.5.3.1.1. The Agency will be required to manage all existing Joint Partnership Programmes with media and media technology suppliers.
- 3.5.3.1.2. Taking into consideration the principles outlined at the start of this scope of work, historical media spend patterns or any notice of future media budget availability the Agency should start to consider suitable deals with media and technology suppliers that can be negotiated for the benefit of GCS and Central Government.
- 3.5.3.1.3. The Agency will be required to report on the all value derived from such partnership on an ongoing basis, including providing detailed reporting on accrual and allocation of value to CCS and GCS.
- 3.5.3.1.4. CCS and GCS will be given full transparency of these deals including full visibility and access to any contractual or non-contractual agreements.
- 3.5.3.1.5. GCS and CCS must provide written approval of such a deal in advance of an agreement being finalised.
- 3.5.3.1.6. Where there is a choice of partnership, proposals or offers to consider the Agency shall document its decisioning criteria and share that with GCS and CCS in advance of a decision being made.
- 3.5.3.1.7. The Agency will be fully transparent with CCS and GCS of any benefit in kind or otherwise the Agency or any related third party to the Agency receives as part of any such agreement.

- 3.5.3.1.8. As part of this initiative and with the express consent of the Client the Agency may share particular Client brief(s) with Strategic Media Partners or partners involved in any Joint Partnership Programmes to enable them full visibility of the Client's desired outcome so that can provide innovative or bespoke solutions across their capabilities and products to achieve that outcome.
- 3.5.3.2. Deliverable(s) :
- 3.5.3.2.1. **Partnership Programme Management Services**
- The Agency will manage any Strategic Media Partnerships or Joint Partnerships Programmes to ensure realisation of value from those arrangements
- 3.5.3.2.2. **Annual Strategic Media Partnership Proposal Document(s)** - On an annual basis and 3 months prior to the start of the new fiscal year the Agency will provide GCS with a selection of strategic media partnership recommendations, including detailing the research and consultation the Agency took to arrive at those recommendations, rationale and decisions on the selection of recommendations put forward and a clear articulation of all of the value GCS would receive from each recommendation along with any risks, important timelines or dependencies.
- 3.5.3.2.3. **Annual Strategic Media Partnership Reporting Document(s)** - On an ongoing basis the Agency shall track and report on any strategic media partnership currently live and provide the agreed upon frequency of reporting and presentation to review the partnership, report on accrual and delivery of any value, flag any risks or issues and highlight any variations from the original agreement. At the end of the partnership the Agency is required to produce a final partnership report detailing the delivery of value, learnings and any issues.

3.5.4. Initiative : L&D and Capability Building Programme

The Agency is required to plan and deliver an annual Learning & Development programme in collaboration with GCS. The Agency is also required to identify opportunities to build Client capability and knowledge of media.

3.5.4.1. Specification(s) :

- 3.5.4.1.1. GCS relies on specialist partners to share knowledge and expertise, such as media consumption, channel development, and industry trends.
- 3.5.4.1.2. There is a wide breadth of knowledge and abilities across GCS, with some members of GCS being experts in areas related to media whilst some may have limited to no experience in this area. The Agency is required to help up-skill members if GCS at different levels, with an emphasis on ensuring all colleagues understand the basics of media.
- 3.5.4.1.3. The Agency will be required to use its internal expertise and access to industry leaders to share knowledge with GCS. This could be in the form of newsletters, training programmes, events, webinars, with additional or innovative initiatives of supporting this encouraged.
- 3.5.4.1.4. The Agency will also have access to significant industry partners, such as media owners, and their expertise should also be leveraged to support GCS and share knowledge.

3.5.4.2. Deliverable(s) :

3.5.4.2.1. **Annual Learn and Development Programme -**

The Agency will work collaboratively with Government Communications Services to develop an annual learning and development programme to help improve knowledge and capability around media within Government Communications Services. The Agency should be innovative and enterprising in its suggestions and recommendations and all proposals should be discussed and agreed with GCS. With exception (e.g first year of the Framework Agreement) the programme should be designed and developed to commence at the start of the fiscal year.

- 3.6. CCS will be holding the Agency to account for the deliverables outlined in this Framework Agreement as well as any further or subsequent deliverables that are agreed between the CCS and the Agency or the Agency and any Client on the Framework Agreement.

4. Campaign Service Level Agreements (SLA)

On an annual basis the service level agreement and timings for the key stages in a campaign will be reviewed and agreed between CCS and the Agency. The Agency is required to take a flexible approach and where possible exceed the agreed upon campaign SLAs. Once the SLAs have been agreed the adherence to the SLAs must be tracked and reported on an ongoing basis as part of the Client Activity Tracker under the Public Sector Specialist Account Management scope.

5. Key Performance Indicators

The following KPIs only apply to the Agency award under Lot 1 Strategic Media Activation Services. These KPIs are in addition to the Framework KPIs

Lot 1 Strategic Media Activation		
Key Performance Indicator (KPI)	KPI Target	Measured by
The Agency is to provide access to all document form deliverables on an ongoing basis	All of all document form deliverables to be accessible by CCS	Quarterly reconciliation of deliverables
The Agency is to provide and	All value accrual and	Quarterly reconciliation of

maintain access to Value Accrual Report	value application documented to be accessible by CCS	deliverables Annual Financial Compliance Audit
The Agency is to provide and maintain access to Client Activity Register	Provided with a 3 day window of agreed upon monthly time and date	Quarterly reconciliation of deliverables
The Agency is to achieve a % of SLA Adherence	75% SLA Adherence	Quarterly reconciliation of SLA Adherence as indicated in the Client Activity Register. CCS to conduct ad hoc audit of reported SLAs
The Agency is to provide FTE time sheets for the banded agreed roles by deliverable by no later than the first week on the first month of the following quarter	80% adherence to agreed upon timings	Reconciled quarterly by CCS and can be audited at as part of the contract compliance audit
The agency will provide a staff retention plan for key individuals (as defined by CCS) working on the CCS account. The Agency will notify CCS of the departure of key FTE's on the CCS account not less than half way through the individuals notice period.	100%	Receipt of the staff retention plan within 6 months of the framework start date.
The Agency will support staff retention on the CCS account and maintain an annual FTE retention figure of 70% for individuals and teams working on the CCS account this is to include those working with operational roles such as finance.	100%	Annual Financial Compliance Audit.
Unbilled Media, AVBs, Credits and Aged Debt position to be reported quarterly by no later than the first week on the first month of the following quarter AVB report to include GBP	80% adherence to delivery of report by agreed upon timings	Quarterly reconciliation of deliverables and date when the deliverables were provided

<p>amount by channel and Supplier</p> <p>Unbilled media report to include GBP amount by channel and Supplier</p> <p>Credits and Aged Debt report to include GBP details by Customer by 30 days outstanding, 60 days outstanding and 90 days+ outstanding</p>		
<p>Compliance and cooperation in providing the required information to allow for the successful completion of the CCS audit, within agreed time frames. Without redaction or restriction from Agency or Agency Group policies.</p>	100%	<p>Confirmation by CCS of of the audit completion to agreed timeframes and supply of all relevant data to the auditor under NDA.</p>
<p>Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report</p>	80% adherence to agreed upon timings	<p>Confirmation by CCS of completion of the actions by the dates identified in the Audit Report</p>
<p>The Agency will pay all undisputed supplier/ subcontractor invoices within 60 calendar days in order to meet the Prompt Payment Policy threshold of 85%.</p>	<p>% of payments in 60 calendar days:</p> <p>73% Contract Year 1 79% Contract Year 2 85% Contract Year 3 85% Contract Year 4</p>	<p>Annual prompt payment reporting to be provided to CCS within 45 calendar days of the contract year end date. Lot 1 compliance will be verified via the CCS annual audit against the yearly KPI targets. Where the annual target is not met 1% of the total PRF will not be awarded for that contract year.</p>
<p>Client Satisfaction score to be shared with CCS on a quarterly basis</p>	<p>KPIs score to be agreed on an annual basis according to the criteria of any PRF</p>	<p>Quarterly reconciliation of deliverables and date when the deliverables were provided</p>
<p>The Agency will lead half year customer business review, the format of which shall be</p>	100% adherence to agreed upon timings	<p>Quarterly reconciliation of deliverables and date when the deliverables were</p>

approved by CCS		provided
Forecasted for next month to be provided to CCS/GCS on the 7th of each month, to include – spend in Net Media Value and Advertising Cost to the Customer (Net Media Value plus fees) and a 12 month rolling pipeline	80% adherence to agreed upon timings	Quarterly reconciliation of deliverables and date when the deliverables were provided
Financial Accuracy and consistency in application of all levies and fees	80% accuracy and the immediate rectification of any errors in levy application	Monthly MI submission and quarterly reconciliation of levies
Ensure prompt payment and accurate records of ASBOF Charge /BASBOF Charge payments are maintained. - Independent regulation of advertising authorities	80% accuracy and the immediate rectification of any errors in levy application	Annual Financial Compliance Audit
The Agency will reconcile all media costs against each approved Client media plan and PO. This will be done within 60 calendar's day of media activity ending. Invoices and credits will be issued within 30 calendar days of reconciliation, or prior to the start of the fiscal year whichever comes first.	100%	Annual Financial Compliance Audit
The Agency will provide a single point of contact for all CCS finance matters. Who will have ownership and provide monthly updates to CCS on all KPI and contractual obligations including financial audits.	100%	Confirmation by CCS of monthly provision of specified contractual data such as financial position and call off contracts as specified within the 'Billing and Invoicing Support' section of the lot 1 specification.

6. Agency Relationship Management

There shall be two level of Agency relationship management for the Agency awarded under this lot

6.1. Framework Agency Relationship Management

CCS will undertake comprehensive Agency relationship management to ensure that both Clients and the Agency are fully supported in the use of the Framework and professional standards and best practices are adhered to.

On an annual basis CCS will design and agree with the Agency an Agency Relationship Management schedule which will be indicative of the date and timings of all key meetings and deliverables for the ongoing management of the relationship.

CCS will where possible support the Agency with issues that arise from the fulfillment of services under this agreement and the Agency will likewise be supportive of CCS and Client's of the Framework in managing the relationship.

6.2. Call Off Contract Agency Relationship Management

The Client will undertake suitable Agency relationship management to ensure that the Agency is adhering to the terms and conditions of the Call Off Contract and a collaborative relationship is established and maintained with the Agency. Where minor issues do arise, the Client as a first recourse should consult with the relevant contacts with the Agencies organisations before escalating to CCS.

APPENDIX B2:

Lot 2 Scope and Specification

Media Services Framework Agreement (RM6123)

Lot 2 - Public Sector Media Planning and Buying

Scope and Specification

Lot 2 - Public Sector Media Planning and Buying

1. Role of the Media Planning and Buying Agency

The appointed Agency has been awarded as an Agency on a CCS Framework Agreement that is available to all public sector organisations. The role of the Agency is to provide the designated services to all customers who may seek to use this Framework Agreement. The Agency must appropriately resource itself and ensure it has a suitable understanding of the respective organisation to deliver the service according to this scope and specification.

The Agency awarded under this Lot is required to diagnose the critical elements for a public sector client to achieve its marketing objectives and then develop and implement a media strategy that is best suited to achieving those elements.

The Agency must take into consideration value for money and be focussed on achieving the most cost effective outcomes for clients. The Agency must consider all solutions and not just paid media and the commercial models adopted under this lot have been designed to give the Agency the ability to consider the plethora of opportunities available to a client.

2. Principles

The following are a set of principles that will apply to all elements of the scope and specification and provide a clear indication of the standards which the Agency will be expected to adhere to in providing services under the Framework Agreement.

2.1. Transparency

The Agency will be expected to provide completely transparent services to the client and be proactive in safeguarding that transparency, this includes but is not limited to :-

- 2.1.1. Ensure that Client funds will only be used for media payments and third party costs related to services within the scope of this Framework Agreement. This means that all fees and charges will be clear and transparent and there will be no hidden fees, undisclosed commissions or charging of clients or CCS more than one. The Agency source of income from this agreement will be clear and transparent across all media including programmatic.
- 2.1.2. Making all documentation the Agency produces in delivering services to central government Clients under this agreement available upon request to CCS or its appointed auditors, including but not limited to all Client briefs to Agency, Agency

briefs to Media Suppliers, Media Supplier response to Agency briefs, Agency response to Client briefs, Media Plans, Approved Media Plans, Reconciled Media Plans, all campaign reporting, all advertising technology platform reports, post campaign reporting, POs and invoices related to the delivery of services to Clients under this Framework Agreement

- 2.1.3. When making recommendations the Agency will disclose to CCS and Client any recommendations it puts forward that is a product, good or service provided by any organisation the Agency or the Agency Group has any ownership in whatsoever in and it must maintain a log of any spend with any such organisation through the Framework, this log must be made available to CCS, Clients and any appointed auditors.
- 2.1.4. CCS, Clients and any appointed auditor will have full access to all Agency invoices and contracts specifically put in place to deliver the services in this Framework Agreement, such contracts will be securely stored and shared without redaction or restriction from Agency or Agency Group policies.

2.2. Continuous Improvement

The Agency will be expected to commit to a programme of continuously improvement of the duration of the Framework Agreement this includes but is not limited to:-

- 2.2.1. Taking suitable remedial steps where services issues have been identified
- 2.2.2. Proactively seek out opportunities to improve the quality of service and the sustainability of the commercial model
- 2.2.3. Deploying suitable, unbiased, quantitative methodology for collecting customer feedback on an ongoing basis (e.g NPS Survey)
- 2.2.4. Provide input, feedback and learnings at all stages of a campaign and to ensure post-campaign analysis are shared and findings are embedded into ways of working. The Agency will meet all service delivery key performance indicators outlined in Briefs.
- 2.2.5. The Agency will drive quality through effective internal communication, horizon scanning and situational insight across the media industry to maximise opportunities, highlight risks and service Clients best.

2.3. Understanding of the Public Sector

A distinguishing feature of the services required from the Agency awarded under this lot in comparison to equivalent services the Agency may provide for other clients is that the Agency is expected to develop a deep level of understanding of the Public Sector over the course of the Framework Agreement

This is not to be interpreted as a requirement at the bid stage or outset of the relationship but instead to be interpreted as a developmental principle to encourage the Agency to continue fostering and growing a knowledge and understanding of the context of public sector communication as relates to providing media planning and buying services. This is also not to be interpreted as an invitation to the Agency to contribute to any public sector political or non-political activities beyond their scope of work. The Agency should at all times act only within its scope of work and in collaboration with Client's under this Framework Agreement

What is referred to here is not only knowledge of marketing campaigns and media expenditure but a broader understanding that includes:-

- 2.3.1. Understanding of public sector organisations,
- 2.3.2. An understanding of public sector policy
- 2.3.3. An understand of public sector rules and regulations as applies to the services that the Agency is providing
- 2.3.4. A clear knowledge of the Client's remit, responsibilities and funding
- 2.3.5. Understanding of key political and non-political stakeholders and stakeholder groups
- 2.3.6. An appreciation of the constantly changing context of the public sector and public sector marketing and communications

2.4. Democratisation of Data

Subject to the relevant confidential terms in the Framework Agreement or Call-Off Contract, the Agency is encouraged at all times to make all deliverables produced and non-confidential data available to Third Party agencies involved in the delivery of the Client's current or ongoing scope of work. As part of this the Agency should also be:

- 2.4.1. Leading media post campaign appraisal with support and cooperation from any other Agency involved in media or communications strategy.

- 2.4.2. Collaborating with and sharing information and insights where required with both the Client, Creative, Research Agency(s) and any other third party as required by the Client.
- 2.4.3. Complying with all Data Protection Legislation and ensure all future appropriate data safeguards are in place for handling the Client's data. Identify the Agency data protection officer(s) for compliance with data protection regulations;
- 2.4.4. The Agency should be fully compliant with UK GDPR and all other relevant data protection legislation and best practices.
- 2.4.5. Upon request from the Client the Agency must be able to provide a suitable data retention and management policy which includes user controls to prevent unauthorised and/or accidental sharing or use of the Client's data or login credentials;
- 2.4.6. The Agency must as soon as reasonably practicable, destroy the Client's data upon request or on termination of this Framework Agreement;
- 2.4.7. The Agency must disclose any data collection and shared data workspaces where the Client's data might be at risk of being disclosed and/or be co-opted into an unauthorised data pool and confirm that the Client's data is being logically separated;
- 2.4.8. The Agency must undertake due diligence of the data management platforms and other ad technology suppliers with regards to data security, data privacy compliance, system and user controls and UKEU GDPR and ePrivacy regulations and all other Data Protection Legislation; and
- 2.4.9. Upon request from the Client the Agency must be able to the Agency must be able to provide a dedicated seat on the Demand Side Platforms (DSP) in order to treat the Client's data separately from any Agency programmatic trading desk
- 2.4.10. Upon request from the Client the Agency must be able to the Agency must be able to provide a dedicated instance or account on any Ad Server or equivalent technology in order to treat the Client's data separately from any other the Agencies other clients.

2.5. **Innovation**

The Agency will be expected to be truly innovative in the solutions and recommendations it develops to meet client requirements under this Framework Agreement locally, regionally, domestically and globally this includes but its not limited to :-

- 1.1.1. Seeking out persuasive opportunities unique to public sector, government or central government departments
- 1.1.2. Challenge the conventional wisdoms and approaches within the media and marketing industry to find the most suitable solutions.
- 1.1.3. Consider communications issues unique to public sector, government or central government departments and proactively provide recommendations to navigate them
- 1.1.4. Proactively seek out solutions to engage and effectively communicate to a wide range of audiences
- 1.1.5. Providing counsel on latest industry trends, developments, emerging media and marketing issues
- 1.1.6. Proactively seeking out and recommending new audience targeting methods
- 1.1.7. Proactively seeking out and recommending new media buying techniques,
- 1.1.8. Proactively seeking out and recommending outcome measurement innovations
- 1.1.9. Proactively seek out unique media first opportunities with Media Supplier's and Media Supplier groups.
- 1.1.10. Keeping stakeholder informed on market developments and industry initiatives and issues that may be relevant to Government

1.1. **Value for Money**

- 1.1.1. The Agency shall adopt a value for money mindset in the commercial relationship with the Client and also allocation of funds on behalf of Clients using this framework.
- 1.1.2. Delivering value for money involves the efficient, effective and economic use of public funds in the delivery of services. It means seeking out and implementing solutions which achieve the best mix of quality and effectiveness for the least outlay. Decisions should be based on evidenced information and follow agreed processes and policies, challenging these appropriately where they appear to prevent good value for money.
- 1.1.3. The desired commercial approach for this service is a hybrid approach. Media planning services are to be paid for on a banded rate card by role basis and media buying services are to be paid for on a tiered commission basis. The rates submitted by the agency are considered to be maximum rates.

3. Scope, Specification, Deliverables

3.1. The subcontracting of Out of Home Media Buying

The Agency will provide Out of Home Media Buying Service to Clients using this Framework Agreement. However it must subcontract those services to the Agency awarded under Lot 3 of RM6123 Media Services and CCS will have full access and visibility of that subcontract. CCS will also determine the commercial terms of that subcontract in line with the commercial remuneration and pricing submission of the Agency awarded under Lot 3 and any subsequent amendments to either of those elements. Unless otherwise agreed between the parties the template for the subcontract will come from the Agency awarded under Lot 3 Out of Home.

Within the subcontract or any appended document, fully accessible to CCS, the Agency will be required to establish with the Agency awarded under Lot 3 of RM6123 Media Services :-

10. Purchase order protocol
11. Client billing process and procedures
12. The handling of the CCS Management Charge
13. The handling of the GCS Management Charge
14. Payment terms, and data security.
15. Defined team contacts
16. Access to information and data
17. Best practices and SLA
18. Schedule for periodic review and reconciliation with CCS or any appointed auditor

3.2. Scope of Work

The following are services that the Agency must deliver to individual public sector organisations using the Framework Agreement. The Agency must work with public sector organisations to ensure that these services are provided in a way that meets their specific requirements.

Clients are encouraged to hold an annual framework review of the Agency scope of work, specification and deliverables. From time to time CCS may review and adjust these scopes of work, specifications and deliverables in line with Client and Agency feedback.

3.2.1. Scope : Account Management

The Agency is required to provide account management service to the Client.

3.2.1.1. Specification(s) :

- 3.2.1.1.1. The Agency shall provide comprehensive account management services to the Client. The Agency

will provide a team structure that delivers against the different requirements. The Agency team structure and approach shall reflect this flexible requirement, avoiding a “one-size” fits all approach.

- 3.2.1.1.2. The Agency structure and resource profile shall be capable of adapting to changing requirements and service levels during the term of this Framework Agreement and the Call-Off Contracts, and this will be subject to annual review between the Agency and CCS.
- 3.2.1.1.3. The Agency will provide sufficient resources for out of hours, emergency, bank holiday periods and ensure sufficient resilience and back up expertise is available when needed.
- 3.2.1.1.4. The Agency will deliver an agile solution that provides for each and every client, regardless of macro factors (e.g. emergency campaigns, unplanned pauses) whilst mitigating impact on budgets.
- 3.2.1.1.5. The Agency will allocate an account team for each Client. The Agency will work with each Client and provide the media planning and buying implementation service tailored to such Client's requirements. Requirements can be broadly grouped into three types:
 - 3.2.1.1.6. *Strategic implementation*: Clients who have some existing media knowledge, and require deep media expertise with forward thinking approaches and innovation for media routed in the strategy for campaigns. The Agency will be engaged from the first briefing with the creative and planning agencies to facilitate this change in role;
 - 3.2.1.1.7. *Support implementation*: Clients who need good quality media thinking and guidance in media opportunities and support in understanding the rationale for proposal and implications of buying recommendations; and
 - 3.2.1.1.8. *Buying implementation*: campaigns from Clients that require straightforward booking

of media to secure the best value to deliver the desired outcome objective and metric set for the activity.

3.2.1.2. Deliverable(s) :

3.2.1.2.1. **Account Management Services** - The Agency shall provide comprehensive account management services to the Client.

3.2.1.2.2. **Post Campaign Reporting Services** - The Agency shall coordinate all meetings and presentations of campaigns it is or has run for the Client pulling in the relevant resources from across the organisation.

3.2.2. Scope : Media Strategy and Planning

The Agency will be required to provide media strategy development services that will consider the full range paid, owned and earned media opportunities available to the client.

3.2.2.1. Specification(s) :

3.2.2.1.1. The Agency will produce a media strategy that will meet the Client's desired outcomes and optimise that strategy over the campaign, fiscal year or term of the Call-Off Contract depending on the Client's requirements.

3.2.2.1.2. As part of this the Agency will set Objectives for paid, owned and earned media channels that have a demonstrable link back to the outcomes.

3.2.2.1.3. At the end of the relevant period the Agency will conduct a review with the client of the effectiveness of its media strategy. The Agency will take into consideration any available learnings from previous activities or available post campaign reports.

3.2.2.1.4. The Agency will be required to continue developing and monitoring on an ongoing basis target audience(s) for all types of campaign objectives including providing initial insights, tracking and reporting on any substantial changes to audience size, profile or media consumption habits over the course of the Clients' requirements.

- 3.2.2.1.5. The Agency will ensure audience recommendations are specific to the requirements of the brief but suitable to be actioned against across paid, owned and earned media and ensures that audience insight and development are based on valid data and insight points
- 3.2.2.1.6. The Agency will be required to compile and provide insights into media consumption or trends amongst, within or concerning audiences, geographic regions, events, occasions, seasons and issues according the requirements of the brief
- 3.2.2.1.7. The Agency will provide a non-static view of audiences and one that accepts that an audience's traits and composition may change over time including over the duration of a campaign.
- 3.2.2.1.8. The Agency will take into consideration all and any inaccuracies, markup of errors, ethics and biases in any data and insight points used.
- 3.2.2.1.9. The Agency will make relevant recommendations on media strategy for reaching minority groups, emerging audiences, hard to reach audience groups and taking into account regionality (both domestically and internationally), popular public discourse and prevailing society or global issues in an impartial manner.
- 3.2.2.1.10. The Agency will clearly demonstrate the use of data and analytics to justify relevant initial investment recommendations and any subsequent amends. Investment recommendations made based on ingenuity should include a rationale and an explanation of assumptions made where data or analytics is not available.
- 3.2.2.1.11. The Agency will be proactive in introducing innovative ideas that meet the Client's current requirements as well as any future ones the Agency anticipates.
- 3.2.2.1.12. The Agency will provide a diversity in thought, approach, experience and background to ensure a plethora of ideas are brought to the table.
- 3.2.2.1.13. The Agency will stay abreast of popular culture, discourse, events, regional, domestic and

international issues, occasion and technological developments.

- 3.2.2.1.14. The Agency will suitably document and present ideas and recommendations in the most effective formats and tone, taking into consideration its audience.

3.2.2.2. Deliverable (s) :

- 3.2.2.2.1. **Media Strategy Document(s)** - Drafting and iterating to finalisation a media strategy document(s) that is aligned with the Client's communications strategy. Refining and amending that media strategy document, as needed throughout the course of the campaign, fiscal year or term of the Call-Off Contract depending on Client requirements and presenting that strategy and any subsequent amends to the Client at relevant intervals over the term of the Client requirements. The Media Strategy should contain as a minimum an appraisal of the Clients objectives, an identification of the most pivotal elements to achieving those objectives.

- 3.2.2.2.2. **Media Strategy Recommendations Document(s)** Drafting and iterating to finalisation a document detailing media channels, flighting, frequency and budgetary recommendations taking into consideration any range of scenarios briefed by the Client. Recommendations shall be appropriately annotated with references to sources.

3.2.3. Scope : Media implementation

Consistent with the Media Strategy the Agency shall provide services for planning and actioning the implementation of that strategy.

3.2.3.1. Specification(s) :

- 3.2.3.1.1. The Agency shall conduct any further research or verification required at this stage to enable the media plan it produces to have the best possible chance of achieving the outcomes specified in the media strategy document.

- 3.2.3.1.2. The Agency shall ensure that the media plan it produces meets the requirements of the Media Strategy.
 - 3.2.3.1.3. The media plan shall detail all anticipated costs to clients
 - 3.2.3.1.4. Where the media plan contains products or recommendations that would otherwise require a specific approval procedure. That specific approval procedure must be sought from the client separate to the approval of the media plan, client approval of the media plan shall not be interpreted as specific approval
 - 3.2.3.1.5. All approved media plans and media plan rationale must be made available to the Client
 - 3.2.3.1.6. The Agency will be required to ensure that clear, challenging and realistic campaign KPIs are set
- 3.2.3.2. Deliverable(s) :
- 3.2.3.2.1. **Implementational Media Planning Services -**
The Agency shall develop a brief to media owners, and the Out of Home Specialist Agency, collect media owner responses and a response from the OOH Specialist Agency and then produce a document or documents detailing the media owner product selection criteria and a media plan(s)
 - 3.2.3.2.2. **Media Plan Rationale Document(s) -** The Agency will draft and iterate to finalisation a document detailing the selection criteria and reasoning for the media products put forward in the media plan, this can be incorporated into the same document as the Media Plan Document. The document should also reference how the plan put forward will deliver on Outcomes, reach the designated target audience(s) and frequency which the ads will display
 - 3.2.3.2.3. **Media Plan Document(s)** The Agency will draft and iterate to finalisation a spreadsheet document detailing a media laydown in granular detail within each media channel, including but no limited to :-
 - 3.2.3.2.3.1. Exact media investment planned
 - 3.2.3.2.3.2. All technology used and associated costs
 - 3.2.3.2.3.3. All data used and associated costs

3.2.3.2.3.4.	All Media suppliers
3.2.3.2.3.5.	All Advertising formats and any associated production costs
3.2.3.2.3.6.	All Quality parameters
3.2.3.2.3.7.	All Total Planned costs
3.2.3.2.3.8.	All Amounts reserved as contingency
3.2.3.2.3.9.	Gross Media Cost
3.2.3.2.3.10.	Net Media Costs
3.2.3.2.3.11.	VAT
3.2.3.2.3.12.	Agency Discount
3.2.3.2.3.13.	Agency Fee
3.2.3.2.3.14.	ASBOF
3.2.3.2.3.15.	Digital Service Tax
3.2.3.2.3.16.	Where biddable is used estimate unit cost
3.2.3.2.3.17.	Buy Type
3.2.3.2.3.18.	Client Organisation Name
3.2.3.2.3.19.	Date
3.2.3.2.3.20.	Campaign Name
3.2.3.2.3.21.	Approver Name
3.2.3.2.3.22.	Approver email
3.2.3.2.3.23.	Planner Name
3.2.3.2.3.24.	Planner Email
3.2.3.2.3.25.	Agency Name
3.2.3.2.3.26.	Glossary of any abbreviations used

3.2.4. Scope : Media Buying

The Agency will execute media plans to purchase media space locally, regionally and nationally across a range of different channels and platforms to reach all audiences as required by the Client. As part of this scope the Agency is also required to provide Media Campaign Reporting, Advertising Operation Services and a range of services under the umbrella term of Advertising Verification and Assurance.

The following non exhaustive list provides example media channels that the Agency will be expected to capable of making buys in

- | | |
|----------------------|----------------|
| a) Regional media | b) Vod/AdSmart |
| c) Hyper Local Media | d) Radio |

- | | |
|---|--------------------------------------|
| e) Print – National & Local Press | f) Digital Radio |
| g) Print – Local Press | h) Digital Display |
| i) Print – Consumer | j) Experiential |
| k) Print – Trade Press | l) Direct Mail |
| m) Print – Financial Press | n) Email Marketing |
| o) Print – Magazine | p) Pay-per-click (PPC) |
| q) Print – Specialist Titles | r) In-app |
| s) Print – Recruitment | t) SMS Marketing |
| u) TV | v) Cinema |
| w) Regional TV | x) Content Marketing |
| y) Smart TV/Games Console | z) Voice and Audio Services |
| aa) Telemarketing | bb) Recruitment Channels/Job Boards |
| cc) Search Engines | dd) Addressable Media (including TV) |
| ee) Sponsorship | Out of Home Media ¹¹ |
| ff) Emerging Channels as required (e.g. AI, VR) | |

3.2.4.1. Specification(s) :

3.2.4.1.1. Media Campaign Reporting

¹¹ The Agency will provide Out of Home Media Buying Service to Clients using this framework agreement. However it must subcontract those services to the Agency awarded under Lot 3 of RM6123 Media Services and CCS will have full access and visibility of that subcontract.

- 3.2.4.1.1.1. The Agency should agree with the Client in advance of a campaign commencing a schedule for reporting that includes frequency of reporting, format of the report and the way in which the report will be shared.
- 3.2.4.1.1.2. Where possible the Agency should seek to automate campaign reporting.
- 3.2.4.1.1.3. The Agency should on an ongoing basis and before every campaign check with Clients of the usefulness of the reports to be produced and be flexible to Client's required amendments to make any standardised reporting more suitable for that specific Client
- 3.2.4.1.1.4. All reports produced must be stored and made accessible to Clients.
- 3.2.4.1.1.5. All reports should be provided in spreadsheet format and where appropriate retain formulas used to calculate all cells.
- 3.2.4.1.1.6. Unless requested by Client no reports shall be shared in a image format
- 3.2.4.1.1.7. Unless requested by Client no reports shall be password protected.
- 3.2.4.1.2. Advertising Operations Services
 - 3.2.4.1.2.1. The Agency is required to provide agile and effective systems of setting up campaigns correctly and in line with any requirements in this Framework Agreement.
 - 3.2.4.1.2.2. The Agency is expected to adopt suitable methods and process to automate advertising operations, minimising risk of human errors and maximising the efficiency and speed which activity can be set live, paused or stop altogether
 - 3.2.4.1.2.3. The Agency is also expect to monitor assets utilisations and provide insight and reporting on underutilised assets
 - 3.2.4.1.2.4. The Agency is also expect to maintain a issues log of trafficking issues with specific creative agencies or clients which add inefficiency to the advertising operations process

- 3.2.4.1.2.5. The Agency will be expected to follow best practice procedures and make recommendations to clients and third party agencies on issues such as file type, file size, formats and creative suitable to a specific channel
- 3.2.4.1.2.6. The Agency will be required to ensure best practices regarding campaign tracking are adopted and implemented, such as tagging and utm parameters, to support evaluation. This will include frequent monitoring and auditing of tags in use and removal of those no longer required.
- 3.2.4.1.2.7. The Agency will be required to provide an advertising operation service that is technically proficient to deliver advanced advertising operations requests such as dynamic creative, dynamic feed sheets and other advancements as they arise.
- 3.2.4.1.2.8. The Agency must follow and maintain through the course of the Framework Agreement suitable and consistent naming conventions in its advertising operations. At the start of the Framework Agreement the Agency should agree naming conventions with CCS
- 3.2.4.1.3. Advertising Verification and Assurance
 - 3.2.4.1.3.1. Viewability
 - 3.2.4.1.3.1.1. Targeting an industry-leading Viewability standard is a priority for CCS. It is important that campaign impressions are viewed by the maximum number of people within quality environments to
 - 3.2.4.1.3.1.1.1. ensure activity is effective and
 - 3.2.4.1.3.1.1.2. demonstrate responsible use of public sector funds. .
 - 3.2.4.1.3.1.2. The Agency is required to work towards the Viewability goal that has been agreed with the Client.

3.2.4.1.3.1.3. The default framework definition of a viewable ad impression is :

3.2.4.1.3.1.3.1. A served ad impression where the ad was contained in the viewable space of the browser window, on an in-focus browser tab, with 100% Viewability and the following specific durations across the following digital advertising placements:

3.2.4.1.3.1.3.1.1. Display – 100% in view, for a minimum of 1 continuous second

3.2.4.1.3.1.3.1.2. Video (e.g. pre-roll) – 100% in view for half the duration of the ad (15 second cap, sound on)

3.2.4.1.3.1.3.1.3. In-feed Video in Social – 100% in view for half the duration of the ad (15 sec cap, no sound)

3.2.4.1.3.1.3.1.4. The 'In-feed Video in Social' standard refers to video inventory bought on an impression basis across applicable social media platforms

3.2.4.1.3.1.3.1.5. d.) Native/Outstream Video - 100% for half the duration of the ad (15 second cap, no sound)

3.2.4.1.3.1.4. The Agency shall agree a definition for Viewability with the Client at the start of the Call-Off Contract, where no definition is agreed the default framework definition shall apply.

3.2.4.1.3.1.5. The Agency shall work with the Client to test different Viewability standards

across campaigns in order to inform longer-term decision making around expected standards and to achieve the most effective outcomes for campaigns.

3.2.4.1.3.1.6. The Agency is aware of the Coalition for Better Ads and will comply with their 'Better Ads Standards' for effective placement of adverts, increased user experience, and the avoidance of ad clutter when supplying the Services.

3.2.4.1.3.1.7. The Agency shall accept responsibility to have the appropriate measurement technology in place in order to accurately measure Viewable Impressions and Viewability standards.

3.2.4.1.3.2. Brand Safety

3.2.4.1.3.2.1. All campaign activity on this Framework Agreement is to be led by an innovative approach to brand safety that ensures it is industry-leading. The Agency hold itself to the highest standard of brand safety and make extra efforts to prevent any breaches of brand safety for any Client using this Framework Agreement

3.2.4.1.3.2.2. The Agency is required to actively keep across tech and industry developments or and issues. The messaging from all public sector organisations using this Framework Agreement needs to appear in environments that inspire and encourage public trust.

3.2.4.1.3.2.3. The Agency is expected to have measures in place to support the goal of 100% brand safety - this should include but not be limited to the use

- of an inclusion list and exclusion lists..
- 3.2.4.1.3.2.4. Where the Agency needs to rely on human monitoring and reporting for brand safety. The Agency must ensure effective allocation of resources to support that .
- 3.2.4.1.3.2.5. The Agency must also consider Brand suitability when considering media products and contexts in which the paid media advertisement of Clients using the Framework Agreement may appear.
- 3.2.4.1.3.2.6. Campaign activity needs to be not only brand safe but also suitable for the advertisers' brand. The activity of the Client's using the Framework Agreement encompasses various different departments and organisations and a diversity of campaigns with a range of tolerances. The Agency needs to have measures in place that allow for flexibility across government campaigns.
- 3.2.4.1.3.2.7. Where ads are placed in connection with any fraudulent, non-viewable and/or unsafe traffic and such ads are paid for by the Agency, the Agency must use reasonable endeavours to recover the value of such ads placed in cash, credits and/or other compensation on a proportionate basis Each Client shall receive a proportionate share of any sums, credits or other compensation where the same is recovered by the Agency.
- 3.2.4.1.3.2.8. Where the Agency is not obliged to pay for ads (whether declared as Viewable Impressions or not), the

Client shall not be required to pay for such ads.

3.2.4.1.3.2.9. Where ads are placed in connection with any fraudulent, non-viewable and/or unsafe traffic and such ads are paid for by the Agency, the Agency must use reasonable endeavours to recover the value of such ads placed in cash, credits and/or other compensation on a proportionate basis Each Client shall receive a proportionate share of any sums, credits or other compensation where the same is recovered by the Agency.

3.2.4.1.3.2.10. The Agency may be asked to provide the Client with a list of websites and apps that appear on its brand safe list so that the Client can create its own list of third party approved websites and apps ("Client Inclusion List").

3.2.4.1.3.2.11. The Agency may be asked to only run Media Placements on websites and apps if they appear on the Client Inclusion List. The Client shall have the right to amend the Client Inclusion List on 3 Working Days' notice to the Agency.

3.2.4.1.3.2.12. The Agency shall not put Media Placements on websites, apps, or platforms that it should reasonably be aware contain or link to the following content ("Exclusion Content") unless otherwise approved by the Client in writing:

3.2.4.1.3.2.12.1.1. obscene, indecent or pornographic content (including child pornography);

3.2.4.1.3.2.12.1.2. content that is hateful, threatening, harassing or abusive;

3.2.4.1.3.2.12.1.3.	violent content;
3.2.4.1.3.2.12.1.4.	content liable to incite racial hatred or other forms of unlawful discrimination;
3.2.4.1.3.2.12.1.5.	content liable to incite acts of terrorism;
3.2.4.1.3.2.12.1.6.	content containing excessive profanity;
3.2.4.1.3.2.12.1.7.	content relating to illegal drugs or drug paraphernalia;
3.2.4.1.3.2.12.1.8.	content relating to the sale of firearms, ammunition or other weapons;
3.2.4.1.3.2.12.1.9.	content that is defamatory or trade libellous;
3.2.4.1.3.2.12.1.10.	content relating to the sale or promotion of counterfeit goods;
3.2.4.1.3.2.12.1.11.	content that infringes any third party's Intellectual Property Rights, other proprietary rights or rights of publicity or privacy;
3.2.4.1.3.2.12.1.12.	content that contains viruses, trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, surreptitiously intercept, detrimentally interfere with or expropriate any system, data or personal data;

- 3.2.4.1.3.2.12.1.13. content that is otherwise harmful, unlawful or illegal;
- 3.2.4.1.3.2.12.1.14. alcohol-related content; (unless required for campaign purposes)
- 3.2.4.1.3.2.12.1.15. gambling-related content; (unless required for campaign purposes)
- 3.2.4.1.3.2.12.1.16. tobacco-related content; (unless required for campaign purposes)
- 3.2.4.1.3.2.12.1.17. content relating to prescription drugs; (unless required for campaign purposes)
- 3.2.4.1.3.2.12.1.18. unmoderated forums; and/or
- 3.2.4.1.3.2.12.1.19. content that is harmful to minors in any way or otherwise unsuitable for them to view,
- 3.2.4.1.3.2.12.1.20. content that could be defined as disinformation and deliberately misleads or misinforms users
- 3.2.4.1.3.2.12.1.21. environments that do not comply with relevant regulatory or legislative guidance
- 3.2.4.1.3.2.13. The Agency shall use appropriate software tools to verify that the websites and apps on the Client Inclusion List do not contain any Exclusion Content. The Client shall not pay for ad impressions, clicks or post-campaign conversions delivered on inventory that contains any Exclusion Content. In the event that

the Agency discovers or is notified that a Media Placement has appeared on a website that contains or links to Exclusion Content it shall use its best endeavours to remove the Media Placement as soon as possible and in any event within twenty four (24) hours of discovery or notification.

- 3.2.4.1.3.2.14. Notwithstanding the foregoing, the parties acknowledge news reporting editorial about content considered to be Exclusion List Content ("Editorial Content") may feature on Client Inclusion List websites and apps and that the Agency shall not be in breach of this paragraph or any clause in this Framework Agreement if Media Placements are made on Client Inclusion List websites and apps featuring such Editorial Content.
- 3.2.4.1.3.2.15. The Agency shall, in conjunction with the Client, conduct quarterly reviews and updates of the Exclusion Content and quarterly audits of the Exclusion Content against ad network buys, programmatic trading and promptly share the results with the Client. This should include a review of any Keyword Blocklists in use.
- 3.2.4.1.3.2.16. The Client shall be entitled to request for specific websites or apps to be removed/blocked from its digital campaigns (provided such notice is given at least twenty four (24) hours before activation) and the Client must approve the use of any ad network before any insertion orders (IOs) or trading deals are signed off by the Agency.

- 3.2.4.1.3.2.17. The Agency is aware of the Digital Trading Standards Group ("DTSG") "Good Practice Principles" and will comply with those principles, including using its reasonable endeavours to minimise the risk of ad misplacement, when supplying the Services.
- 3.2.4.1.3.2.18. The Agency shall not place media on websites or their app counterparts that appear on the Police Intellectual Property Crime Unit ("PIPCU") Infringing Website List.
- 3.2.4.1.3.3. Ad Fraud
- 3.2.4.1.3.3.1. The Agency shall adopt policies and strategies to identify traffic fraud and mitigate its impact including implementing technology to detect and prevent such fraud and filtering traffic through suppliers who prioritise fraud detection.
- 3.2.4.1.3.3.2. Where ad fraud tools are employed, the Client shall only pay for ad impressions, clicks or post-campaign conversions verified by the ad fraud tool as being human traffic and, to enable the Client to verify compliance, the Agency shall provide the Client with access to monthly campaign level ad fraud reports and administrative access to the Client's account on the ad fraud detection platform. Where ads are placed in connection with any fraudulent, non-viewable and/or unsafe traffic and such ads are paid for by the Agency, the Agency must use reasonable endeavours to recover the value of such ads placed in cash, credits and/or other compensation on a proportionate basis Each Client using an appropriate monitoring tool shall

receive a proportionate share of any sums, credits or other compensation where the same is recovered by the Agency.

- 3.2.4.1.3.4. Although much of the above specification refers to digital channels the Agency shall consider equivalent issues in all other channels and work collaboratively with the Client in mitigating them.

3.2.4.2. Deliverable(s) :

3.2.4.2.1. Media Buying Services - The Agency will provide comprehensive media buying services to the Client focusing on all the principles outlined at the beginning of this scope of work document. This includes but is not limited to negotiating media buys on the client's behalf, seeking out suitable investment opportunities, acting in a complete transparent way in regards to the accrual and allocation of value and adhering to the terms of this agreement and standards as communicated by the Client.

3.2.4.2.2. Advertising Operations Services - The Agency is required to provide advertising operation services that are agile and suitable to meet the requirements of a variety of clients under this Framework Agreement some of which will be seeking to get activity live as soon as possible. The Agency is also encourage to take an innovative approach to driving further efficiencies in its ad operation services through use of automation

3.2.4.2.3. Campaign Optimisation Services - For every media buy the Agency will continue to optimise the campaign on an ongoing basis with the objective of improving campaign performance as much as is possible and in line with the standards as communicated by the Client.

3.2.4.2.4. Media Campaign Reporting Services - The Agency is required to provide services for Campaign Reporting, which includes at designated times during or after a campaign providing clients with insights, statistics, analysis and update of the status of a campaign or piece of activity within a campaign.

3.2.4.2.5. Log of Media Buy Document(s) - The Agency shall maintain a log of all non-biddable media buys that have been executed through the Framework Agreement including but not limited to the following pieces of information :-

- 3.2.4.2.5.1. Date of Media Buy
- 3.2.4.2.5.2. Client
- 3.2.4.2.5.3. Client Campaign
- 3.2.4.2.5.4. Media Channel
- 3.2.4.2.5.5. Media Supplier
- 3.2.4.2.5.6. Media Supplier SME Status
- 3.2.4.2.5.7. Media Supplier Product
- 3.2.4.2.5.8. Targeting Used
- 3.2.4.2.5.9. Buy Type
- 3.2.4.2.5.10. Unit Cost
- 3.2.4.2.5.11. Total Media Buy Cost

This Log must be made available to CCS upon

request

3.2.4.2.6. Reconciled Media Plan Document(s) -

3.2.4.2.7. Reconciled Media Plan Document(s) - The Agency will reconcile all media costs against each approved Client media plan and PO. This will be done within 60 calendar's day of media activity ending. Invoices and credits will be issued within 30 calendar days of reconciliation, or prior to the start of the fiscal year whichever comes first. The reconciled plan shall be made available to CCS and the Client at all times over the course of the Framework Agreement and for a suitable period of time thereafter.

3.2.4.2.8. Repository of evidence of Live Activity

Services - The Agency is required to maintain and make available to Clients s a repository evidencing the activation of media activity as a minimum the Agency should provide one image of a creative asset in the placement and situation of the a media buy per media channel activated for each campaign.

3.2.4.2.9. Live Campaign Reporting Document(s) - The Agency is required to provide live and up to date reporting to the client on performance and status of a campaign, the frequency of that reporting should be agreed with the Client taking into consideration the duration of the activity, ongoing rate of investment and the opportunities for optimisations for that activity. The Agency should agree with the client the exact period of time the report should cover.

3.2.4.2.10. Post Campaign Reporting Document(s) - The Agency is required at the end of the campaign to provide a comprehensive report of the activity that has run. As well as all statistics and information relating to the media the report should also include insight and analysis into learnings and what could be improved from the campaign. The Agency should agree with the Client the relevant time after the campaign has run for the Post Campaign Report to be delivered.

3.2.5. Scope : Relationship Management Out of Home Specialist Agency

In accordance with 3.1 above, the Agency will provide Out of Home Media Buying Service to Clients using this framework agreement. However it must subcontract those services to the Agency contracted under Lot 3 of RM6123 Media Services and CCS will have full access and visibility of that subcontract.

The Agency shall work collaboratively with the Out of Home Specialist Agency to deliver a seamless experience to the client.

3.2.5.1. Specification(s):

3.2.5.1.1. The Agency shall have the final decision on the recommended media plan but must ensure for every media plan that Out of Home media has been given fair and proper consideration

3.2.5.1.2. The Agency is required to include the relevant personnel within the Lot 3 Out of Home Specialist Agency in client meetings, reviews and face to face response to brief meetings. Where the Agency is invited to attend an advance briefing or a briefing involving multiple other agencies it must give the

- Lot 3 Out of Home Specialist Agency due notice of such a meeting and an opportunity to attend.
- 3.2.5.1.3. CCS will on an ongoing basis monitor and review the relationship between the Agency and the Lot 3 Out of Home Specialist Agency taking interventions necessary.
 - 3.2.5.1.4. The Agency is encourage to facilitate embedding opportunities for personnel with the Lot 3 Out of Home Specialist Agency and encouraged to foster a joined up team approach to meeting clients requirements
 - 3.2.5.1.5. The Agency is expect to foster a truly transparent relationship with the OOH Specialist Agency sharing all Client information, data and deliverables produced that may be relevant to the agency awarded under Lot 3 Out of Home Specialist Agency
 - 3.2.5.1.6. In the case of a dispute between the Lot 3 Out of Home Specialist Agency and the Agency CCS shall act as a point of escalation and with adopt its own procedure for resolving the dispute
 - 3.2.5.1.7. As part of the seamless delivery of service to the Client the Agency will be required to act as a billing Agency for the Lot 3 Out of Home Specialist Agency. The Agency will be required to share all information the Lot 3 Out of Home Specialist Agency needs to complete its own MI submission.
- 3.2.5.2. Deliverable(s):
- 3.2.5.2.1. **Relationship Management Out of Home Media Specialist Service(s)** - With the input of the OOH Specialist Agency the Agency will lead on the design. Implementation and maintenance of a relationship management process and procedure which has the objective of facilitating a seamless customer experience of the joined up services delivered by the two agencies. This is considered to be a Framework Deliverable.
 - 3.2.5.2.2. **Client Billing Agent for Out of Home Media Specialist Service(s)** - The Agency will agree to act as a billing agent for the Out of Home Agency Specialist. The intention here is for clients to be able to facilitate the payment of the media secured

via the Out of Home Specialist Agency through the same payment facilities as the rest of its media purchases. This is considered to be a Client Deliverable.

3.2.5.2.3. **Terms of Reference Document(s)** - The Agency will lead with the input of the OOH Specialist Agency on a document which will set clear terms and conditions for work together, include regular meetings, the sharing of client information and data, attendance to key client meetings and any restrictions that apply between the two organisations. This document will be reviewed on a regular basis and as a minimum annually in line with the annual review of scope led by CCS. This should be appended to the subcontract which CCS will have full access to. This is considered to be a Framework Deliverable.

3.2.5.2.4. **Service Level Agreement Document(s)** - The Agency will lead with the input of the OOH Specialist Agency on a document which provides a set of designated time durations for key deliverables between the two parties and cascading dependables including ad hoc requests from clients and CCS. The Agency will adopt a flexible approach to these SLA. This should be appended to the subcontract which CCS will have full access to. This is considered to be a Framework Deliverable.

3.2.5.2.5. **Memorandum of Joint Commitment to Seamless Services Document(s)** - The Agency and the OOH Specialist will both sign a commitment to Seamless Customer Experience and adhere to that commitment through the Framework Agreement. This should be appended to the subcontract which CCS will have full access to. This is considered to be a Framework Deliverable.

3.3. List of Agency Deliverables

CCS will be holding the Agency to account for the deliverables outlined in this Framework Agreement.

#	Scope	Deliverable
1	Account Management	Account Management Services
2	Account Management	Post Campaign Reporting Services
3	Media Strategy and Planning	Media Strategy Document(s)
4	Media Strategy and Planning	Media Strategy Recommendations Document(s)
5	Media implementation	Implementational Media Planning Services
6	Media implementation	Media Plan Rationale Document(s)
7	Media implementation	Media Plan Document(s)
8	Media Buying	Media Buying Services
9	Media Buying	Advertising Operations Services
10	Media Buying	Campaign Optimisation Services
11	Media Buying	Media Campaign Reporting Services
12	Media Buying	Log of Media Buy Document(s)
13	Media Buying	Reconciled Media Plan Document(s)
14	Media Buying	Clash Management Procedure Document(s)
15	Media Buying	Repository of evidence of Live Activity Services
16	Media Buying	Live Campaign Reporting Document(s)
17	Media Buying	Post Campaign Reporting Document(s)
18	Relationship Management Out of Home Specialist Agency	Relationship Management Out of Home Media Specialist Services
19	Relationship Management Out of Home Specialist Agency	Terms of Reference Document(s)
20	Relationship Management Out of Home Specialist Agency	Service Level Agreement Document(s)
21	Relationship Management Out of Home Specialist Agency	Memorandum of Joint Commitment to Seamless Services Document(s)

4. Campaign Service Level Agreements

On an annual basis the service level agreement and timings for the key stages in a campaign will be reviewed and agreed between CCS and the Agency. The Agency is required to take a flexible approach and where possible exceed the agreed upon campaign SLAs. Once the SLAs have been agreed the adherence to the SLAs must be tracked and reported on an ongoing basis.

5. Key Performance Indicators

The following KPIs are the default applicable KPIs between an Agency awarded under Lot 2 Public Sector Media Planning and Buying and a Client. The Client may in its call of contract vary these KPIs according to its specific requirements. These KPIs are in addition to the Framework KPIs.

Lot 2 Public Sector Media Planning and Buying		
Key Performance Indicator (KPI)	KPI Target	Measured by
The Agency is to provide access to all document form deliverables on an ongoing basis	100% of all document form deliverables to be accessible by CCS or the Client subject to the terms of the Call Off contract	Quarterly reconciliation of deliverables by the Client
The Agency is to achieve a % of SLA Adherence	75% SLA Adherence	Quarterly reconciliation of SLA Adherence by the Client
<p>Unbilled Media, AVBs, Credits and Aged Debt position to be reported quarterly by no later than the first week on the first month of the following quarter</p> <p>AVB report to include GBP amount by channel and Agency</p> <p>Unbilled media report to include GBP amount by channel and Agency</p> <p>Credits and Aged Debt report to include GBP details by 30 days outstanding, 60 days outstanding and 90 days+ outstanding</p>	80% adherence to delivery of report by agreed upon timings	Quarterly reconciliation of deliverables and date when the deliverables were provided by the Client
Services to be provided under Call-Off Contracts to the satisfaction of Clients.	KPI target to be agreed annually and indicative KPI of 50% or Satisfactory for the first	Half year survey will be issued by CCS to the Clients to measure the performance of the

	year	Agency
The Agency will run a quarterly, half or full year business review as agreed with the Client. As a minimum there should be a review an end of year review	100% adherence to agreed upon review schedule	Annual reconciliation of deliverables by the Client
Actions identified in any Audit Report to be delivered by the dates set out in the Audit Report	80% adherence to agreed upon timings	Confirmation by the Client of completion of the actions by the agreed upon dates
Ensure prompt payment and accurate records of ASBOF Charge /BASBOF Charge payments are maintained. - Independent regulation of advertising authorities	80% accuracy and the immediate rectification of any errors in levy application	Annual Financial Compliance Audit commissioned by the Client

6. Agency Relationship Management

There shall be two level of Agency relationship management for Agencies awarded under this lot

6.1. Framework Agency Relationship Management

CCS will undertake comprehensive Agency relationship management to ensure that both Clients and the Agency are fully supported in the use of the framework and professional standards and best practices are adhered to.

On an annual basis CCS will design and agree with the Agency a Agency Relationship Management schedule which will be indicative of the date and timings of all key meetings and deliverables for the ongoing management of the relationship.

CCS will where possible support the Agency with issues that arise from the fulfillment of services under this agreement and the Agency will likewise be supportive of CCS and Clients of the framework in managing the relationship.

6.2. Call Off Contract Agency Relationship Management

The Client will undertake suitable Agency relationship management to ensure that the Agency is adhering to the terms and conditions of the Call Off

Contract and a collaborative relationship is established and maintained with the Agency. Where minor issues do arise, the Client as a first recourse should consult with the relevant contacts with the Agencies organisations before escalating to CCS.

APPENDIX B3:

Lot 3 Scope and Specification

Media Buying Services Framework Agreement (RM6123)

Lot 3- Out of Home Media Scope of Work

Scope and Specification

Lot 3 - Out of Home Media

1. Role of the Out of Home Specialist Agency

Out of Home is a media channel that has significant strategic value to government and public sector communications. It is a highly visible, shared, trusted, broadcast medium embedded into communities across the UK. Therefore the Out of Home Specialist Agency has a unique role under this Framework Agreement. The Agency will be a key driver of value for all public sector organisations using this Framework Agreement to make investments into Out of Home Media. That value is expected to be in price, quality and also better strategic use of the medium of Out of Home to bring communications closer and more clearly to the important audience that government and the public sector need to reach over the duration of this Framework Agreement.

The default positioning of the Out of Home Specialist Agency will be as a supportive partner to the Agency(s) appointed under Lot 1 and Lot 2 of this Framework Agreement. Those agencies shall be the first point of call for most clients and the Out of Home Specialist Agency shall support them. However clients can choose and the Agency must be capable of facilitating a closer and more direct relationship.

The Out of Home Specialist will also be expected to work with CCS in promoting the availability and benefit of this route to market to all public sector organisations and to advocate for measurement and trading mechanisms within the Out of Home media sector that are fair and sustainable for public sector advertisers as well as public sector site owners.

2. Principles

The following are a set of principles that will apply to all elements of the scope and specification and provide a clear indication of the standards which the Agency will be expected to adhere to in providing services under the Framework Agreement

2.1. Transparency

The Agency will be expected to provide completely transparent services to the Client and be proactive in safeguarding that transparency, this includes but is not limited to:-

- 6.2.1. Ensuring that Client funds will only be used for media payments and third party costs related to services within the scope of this Framework Agreement. This means that all fees and charges will be presented by the agency and made clear to the client in advance of approval and there will be no hidden fees, undisclosed commissions or mark-ups or charging of clients or CCS more than once by the Agency or Agency Group. The Agency and Agency Group's sources of income from this

agreement will be clear, transparent and disclosed to CCS and its auditors and Clients across all Media Placements (including programmatic and barter), production, technology costs (e.g. ad servers, Demand Side Platforms, Content Verification tools, Data Management Platforms, Supply Side Platforms etc.) and any other third or fourth party cost incurred and recharged to CCS and Clients.

- 6.2.2. Maintaining and making all documentation the Agency produces in delivering services to Clients under this agreement available upon request to Clients and CCS, including but not limited to all Client briefs to Agency, Agency briefs to Media Suppliers, Media Supplier response to Agency briefs, Agency response to Client briefs, Media Plans, Approved Media Plans, evidence of Client approval (e.g. by signing a document or otherwise in writing), Client purchase orders, Agency Insertion Orders, Agency and Agency Group invoices, third and fourth party invoices for media, production, technology and any other costs charged or recharged, Reconciled Media Plans / financial reconciliations of campaigns, financial reconciliations of out of scope projects and activities, all campaign reporting, all advertising technology platform reports, all impression and click reports for digital media from the relevant supplier / source used as the basis of invoicing, post campaign reporting, all reports described in the framework agreement, all reports routinely delivered to CCS and clients, any preferred Media Supplier Agency list utilised for Media Plans and Media Buys, any Media Supplier specific service level agreements, any trading arrangement, value or value pot trackers and sub-contracts used in any way for the delivery of services to CCS and Clients under this Framework Agreement
- 6.2.3. When making recommendations the Agency will disclose to CCS and Client any recommendations it puts forward that is a product, good or service provided by any organisation in which the Agency or the Agency Group has any ownership whatsoever and it must maintain a log of any spend under the framework with any such organisation; this log must be made available to CCS and its appointed auditors on 31st March and 30th September of each year, including nil returns.
- 6.2.4. The Agency is permitted to put in place client specific or aggregate framework specific contracts with media owners for investments going through the framework, such as solus trading deals. CCS and any auditor appointed by CCS will have

unrestricted access to all such agreements over the duration of the Framework Agreement.

- 6.2.5. The Agency shall maintain and share with CCS records to enable it to appraise both the sustainability of the arrangement and the degree to which Value for Money is being delivered. This includes but is not limited to providing figures on a quarterly basis to accurately show the number of individuals and number of FTEs working on the account (including the hours such individuals have worked for CCS and Clients under the framework and the total hours they have recorded in the agency's time recording system) and the FTE related costs to provide the service, Agency Overhead factor and any other information or data as requested by CCS.
- 6.2.6. The Agency shall maintain and share with CCS and its auditors records to enable it to appraise both the sustainability of the arrangement and the degree to which Value for Money is being delivered. This includes but is not limited to providing figures on a quarterly basis to allow quarterly financial reconciliation, including but is not limited to comparison of billings to bookings at an account level as well as specific reconciliation of any individual campaigns. In addition to transparency the objective of this is to reduce the workload on the agency of the annual financial compliance audit.
- 6.2.7. The Agency and Agency Group will declare and return according to agreed deadlines all rebates and AVBs earned through agreements with suppliers of Media Placements, production and technology services used under the framework both specifically for CCS and its Clients and pro rata from combining the spend of all clients of the Agency and Agency Group. CCS's auditors will have unrestricted access to all agreements with suppliers of Media Placements, production and technology services used under the framework; this to include no redaction or restriction on the clauses the auditors may review.
- 6.2.8. The Agency shall maintain an updated TUPE list which it will share and review with CCS annually.
- 6.2.9. If the Agency needs to select any technology solutions to meet its requirement under this Framework Agreement it will include CCS and GCS in the process for making that selection including providing full visibility of all criteria and scoring used to make that decision. The Agency must work with GCS and CCS on ensuring the most suitable technology solution is found to meet requirements and should not default to any solutions it already

uses or that has been preselected at an Agency or Agency holding group level.

2.2. Continuous Improvement

The Agency will be expected to commit to a programme of continuously improvement of the duration of the Framework Agreement this includes but is not limited to:-

- 2.2.1. Taking suitable remedial steps where services issues have been identified.
- 2.2.2. Proactively seek out opportunities to improve the quality of service and the sustainability of the commercial model.
- 2.2.3. Provide input, feedback and learnings at all stages of a campaign and to ensure post-campaign analysis are shared and findings are embedded into ways of working. The Agency will meet all service delivery key performance indicators outlined in Briefs.
- 2.2.4. The Agency will drive quality through effective internal communication, horizon scanning and situational insight across the media industry to maximise opportunities, highlight risks and service Clients best.

2.3. Understanding of Government

A distinguishing feature of the services required from the Agency awarded under this lot in comparison to equivalent services the Agency may provide for its other Clients is that the Agency is expected to develop a deep level of understanding of the Public Sector and Central Government over the course of the Framework Agreement.

This is not to be interpreted as a requirement at the bid stage or outset of the relationship but instead to be interpreted as a developmental principle to encourage the Agency to continue fostering and growing a knowledge and understanding of the context of government and public sector communication as relates to providing media buying services. This is also not to be interpreted as an invitation to the Agency to contribute to any government or public sector political or non-political activities beyond their scope of work. The Agency should at all times act only within its scope of work and in collaboration with Client's under this Framework Agreement.

What is referred to here is not only knowledge of marketing campaigns and media expenditure but a broader understanding that includes:-

- 1.1.1. Understanding of Central Government and Public Sector organisations.
- 1.1.2. An understanding of governmental and department policy and policy objectives.
- 1.1.3. A clear knowledge of a department's remit, responsibilities and funding.
- 1.1.4. Understanding of key political and non-political stakeholders and stakeholder groups.
- 1.1.5. An appreciation of the constantly changing context of the public sector, government and government communications.
- 1.1.6. Maintaining knowledge of Prime Minister's Priorities.
- 1.1.7. Maintaining knowledge of Parliamentary Calendar.
- 1.1.8. A basic understanding of public procurement, rules, procedures and best practice.
- 1.1.9. The anticipated benefits of this understanding of Government and public sector organisations using this Framework is as follows :-
 - 1.1.9.1. The Agency will be more capable of contributing to Outcomes.
 - 1.1.9.2. The Agency will be more informed of the need to engage with a broad range of audiences.
 - 1.1.9.3. The Agency will have a greater understanding of opportunities and limitations around data.
 - 1.1.9.4. The Agency will be more informed in how it needs to operate to deliver the deliverables.
 - 1.1.9.5. The Agency will have a clear understanding of what constitutes value for public sector organisations.
- 1.1.10. The Agency will also be required at all times during the Term and the term of any Call-Off Contract to comply with the Agency HM Agency Code of Conduct (as updated from time to time) as found at <https://www.gov.uk/government/publications/Agency-code-of-conduct>.

2.4. **Democratisation of Data**

Subject to the relevant confidentiality terms in the Framework Agreement or Call-Off Contract, the Agency is encouraged at all times to make all deliverables produced and non-confidential data available to third party agencies involved in the delivery of the Client's current or ongoing scope of work. As part of this the Agency should also be:

- 1.1.1.1. Support the agency awarded under Lot or Lot 2 with leading paid media post campaign appraisal with support and cooperation from the Media Planning Agency as well as any other Agency involved in media or communications strategy that the paid media activity was related to or derived from.
- 1.1.1.2. Collaborating with and sharing information where required with both the Client, Creative, Media Planning and Research Agency(s).
- 1.1.1.3. Supporting the Media Planning Agency with the paid, owned and earned media post campaign appraisals.
- 1.1.1.4. Complying with all Data Protection Legislation and ensuring all future appropriate data safeguards are in place for handling the Client's data. The Agency should also make available the Agencies data protection officer(s) to provide assurance on compliance with data protection regulations;
- 1.1.1.5. The Agency should be fully compliant with UK GDPR and all other relevant data protection legislation and best practices.
- 1.1.1.6. The Agency will be required to produce, for the Client's approval, a suitable data retention and management policy which includes user controls to prevent unauthorised and/or accidental sharing or use of the Client's data or login credentials;
- 1.1.1.7. The Agency must as soon as reasonably practicable, destroy the Client's data upon request or on termination of this Framework Agreement;
- 1.1.1.8. The Agency must disclose any data collection and shared data workspaces where the Client's data might be at risk of being disclosed and/or be co-opted into an unauthorised data pool and confirm that the Client's data is being logically separated;
- 1.1.1.9. The Agency must undertake due diligence of the data management platforms and other ad technology suppliers with regards to data security, data privacy compliance, system and user controls and UKEU GDPR and ePrivacy regulations and all other Data Protection Legislation; and

- 1.1.1.10. The Agency will provide a dedicated seat on the Demand Side Platforms (DSP) in order to treat Government's data separately from the Agency's programmatic trading desk.

2.5. **Innovation**

The Agency will be expected to be truly innovative in the solutions and recommendations it develops to meet client requirements under this Framework Agreement locally, regionally, domestically and globally this includes but its not limited to :-

- 1.1.1. Seeking out persuasive opportunities unique to public sector, government or central government departments.
- 1.1.2. Challenge the conventional wisdoms and approaches within the media and marketing industry to find the most suitable solutions.
- 1.1.3. Consider communications issues unique to public sector, government or central government departments and proactive provide recommendations to navigate them.
- 1.1.4. Proactively seek out solutions to engage and effectively communicate to a wide range of audiences.
- 1.1.5. Providing counsel on latest industry trends, developments, emerging media and marketing issues.
- 1.1.6. Proactively seeking out and recommending new audience targeting methods.
- 1.1.7. Proactively seeking out and recommending new media buying techniques.
- 1.1.8. Proactively seeking out and recommending outcome measurement innovations.
- 1.1.9. Proactively seek out unique media first opportunities with Media Supplier's and Media Supplier groups.
- 1.1.10. Keeping stakeholder informed on market developments and industry initiatives and issues that may be relevant to Government.

2.6. **Value for Money**

- 2.6.1. The Agency shall adopt a value for money mindset in the commercial relationship with the Client and also allocation of funds on behalf of Clients using this Framework.
- 2.6.2. Delivering value for money involves the efficient, effective and economic use of public funds in the delivery of services. It means seeking out and implementing solutions which achieve

the best mix of quality and effectiveness for the least outlay. Decisions should be based on evidenced information and follow agreed processes and policies, challenging these appropriately where they appear to prevent good value for money.

- 2.6.3. Where the services of this Agency have been subcontracted for as part of the provision of services to a Client using Lot 1 Strategic Media Activation or Lot 2 Public Sector Media Planning and Buying the Agency will provide that service in line with commercial terms and pricing commitments it has agreed to under this Lot. The Agency will share with CCS all such subcontracts.

3. Scope, Specification and Deliverables

3.1. The subcontracting of Out of Home Media Buying

Agencies appoint under Lot 1 and Lot 2 of RM6123 Media Services will be required to subcontract all Out of Home Media Buying Services for Clients using this framework agreement to the Agency appoint under this Lot. CCS will have full access and visibility of that subcontract. CCS will also determine the commercial terms of that subcontract in line with the commercial remuneration and pricing submission of the Agency awarded under this Lot and any subsequent amendments to either of those elements.

Unless otherwise agreed between the parties the template for the subcontract with the Agency appointed under Lot 1 Strategic Media Activation will come from the Agency awarded under Lot 1 Strategic Media Activation

Unless otherwise agreed between the parties the template for the subcontract with the Agency(s) awarded under Lot 2 Public Sector Media Planning and Buying will come from the Agency awarded under Lot 3 Out of Home.

Within the subcontract or any appended document, which will be fully accessible to CCS, the Agency will be required to establish with any Agency awarded under Lot 1 or Lot 2 of RM6123 Media Services:

1. Purchase order protocol
2. Client billing process and procedures
3. The handling of the CCS Management Charge

4. The handling of the GCS Management Charge
5. Payment terms, and data security.
6. Defined team contacts
7. Access to information and data
8. Best practices and SLA
9. Schedule for periodic review and reconciliation with CCS or any appointed auditor

The agreement of and the ongoing management of this subcontract and the relationship between the two parties will be a requirement to access any PRF payment for the relevant contract year for both the Lot 1 Agency and the Agency awarded under Lot 3 of RM6123 Media Services.

3.2. Core Scope of Work

3.2.1. Scope : Account Management

The Agency shall provide comprehensive account management services for the multiple routes a government or public sector organisation can access its services. The routes which a Client may access the services under this agreement are as follows:-

1. Through the services provided under Lot 1 Strategic Media Activation of the Media Services Framework Agreement
2. Through the services provide under Lot 2 Public Sector Media Planning and Buying of the Media Services Framework Agreement
3. Directly and a Client direct basis and placing a Call-Off contact Lot 3 Out of Home Media of the Media Services Framework Agreement

The Agency is required to provide an account management team that can provide services for all of these different routes.

3.2.1.1. Specification(s) :

The Agency structure and resource profile shall be capable of adapting to changing requirements and service levels during the term of this Framework Agreement and the Call-Off Contracts, and this will be subject to annual review between the Agency and CCS.

The Agency will provide sufficient resources for out of hours, emergency, bank holiday periods and ensure sufficient resilience and back up expertise is available when needed.

The Agency will deliver an agile solution that provides for each and every client, regardless of macro factors (e.g. emergency campaigns, unplanned pauses) whilst mitigating impact on budgets.

A key part of the Agencies role will be to manage its relationship with third party media agencies that a Client may be working with either under the Media Services Framework Agreement or via their own non-Framework Agreements. The Agency must seek to provide the Clients with a seamless customer experience

Where a third party media Agency contracted via the Media Services Framework Agreement is responsible for putting together a media plan that third party shall have the final decision on the recommended media plan but must ensure for every media plan that OOH has been given fair and proper consideration.

The third party media agencies contracted via the Media Services Framework Agreement are required to include the relevant personnel within the Agency all in client meetings, reviews and face to face response to brief meetings. Where the third party media Agency is invited to attend an advance briefing or a briefing involving multiple other agencies it must give the Agency due notice of such a meeting and an opportunity to attend.

CCS will on an ongoing basis monitor and review the relationship between the Agency and third party agencies on the Media Service Framework Agreement.

The Agency is encourage to facilitate embedding opportunities for its personnel within the third party agencies and encouraged to foster a joined up team approach to meeting clients requirements

The Agency is expect to foster a truly transparent relationship with the third party agencies sharing all Client information, data and deliverables produced that may be relevant to the third party media Agency

In the case of a dispute between the Agency and a third party media Agency contracted via the Media Services

Framework Agreement CCS shall act as a point of escalation and will adopt its own procedure for resolving the dispute.

As part of the seamless delivery of service to the Client third party media Agency contracted via the Media Services Framework Agreement will be required to act as a billing Agency for the Agency. The third party media agencies will be required to share all information the OOH Specialist Agency needs to complete its own MI submission.

3.2.1.2. Deliverable(s):

3.2.1.2.1. **Account Management Service(s)** - The Agency shall provide comprehensive account management services to the Client.

3.2.1.2.2. **Relationship Management Out of Home Media Specialist Service(s)** - With the input of any relevant third party Agency the Agency will support in the design. Implementation and maintenance of a relationship management process and procedure which has the objective of facilitating a seamless customer experience of the joined up services delivered by the two agencies.

3.2.1.2.3. **Terms of Reference Document(s)** - The Agency will support with the input of any relevant third party Agency on a document which will set clear terms and conditions for work together, include regular meetings, the sharing of client information and data, attendance to key client meetings and any restrictions that apply between the two organisations. This document will be reviewed on a regular basis and as a minimum annually inline with the annual review of scope lead by CCS.

3.2.1.2.4. **Service Level Agreement Document(s)** - The Agency will support with the input of any relevant third party Agency on a document which provides a set of designated times durations for key deliverables between the two parties and cascading dependable including ad hoc requests from clients and CCS. The Agency will adopt a flexible approach to these SLA.

- 3.2.1.2.5. **Memorandum of Joint Commitment to Seamless Services Document(s)** - The Agency and any relevant third party Agency will both sign a commitment to Seamless Customer Experience and adhere to that commitment through the Framework Agreement.

3.2.2. Scope : OOH Media Implementation

In response to a brief from the Client or third party Agency the Agency shall provide a media laydown in granular detail for Out of Home media products and placements that can meet the requirements of the brief, including exact placement, production cost, technology and data suppliers, formats, quality parameters and planned costs on a line-by-line basis.

3.2.2.1. Specifications(s):

- 3.2.2.1.1. The OOH media plan shall detail all anticipated costs to clients
- 3.2.2.1.2. Where the OOH media plan contains products or recommendations that would otherwise require a specific approval procedure. That specific approval procedure must be sought from the client separate to the approval of the media plan, client approval of the media plan shall not be interpreted as specific approval.
- 3.2.2.1.3. The Agency will be required to work with the Client or the Client's appointed media Agency is setting and reviewing the campaign KPIs that are set for OOH.
- 3.2.2.1.4. The Agency is required to provide expert strategic insight driven recommendations on OOH paid products and opportunities.
- 3.2.2.1.5. The Agency is required to optimise as best as possible live campaigns, communicating and working collaboratively with the Client or the Client appointed Media Buying Agency.
- 3.2.2.1.6. The Agency is encouraged to suitably use and apply automated media buying methods including but not limited to real time bidding and programmatic guarantees. When using such methods the Agency should always be assessing

whether or not the method can provide suitable measurement and assurance on Value for Money.

- 3.2.2.1.7. The Agency will provide the services under this particular scope in line with the Media Implementation services and timelines of the Client or Client approve Media Buying Agency, if in doubt the Agency should confirm and agree a schedule for the delivery of deliverables under this particular scope of work.

3.2.2.2. Deliverable(s):

- 3.2.2.2.1. **OOH Media Plan Document(s)** - The Agency shall produce a spreadsheet document detailing a media laydown in granular detail within each media channel, including but no limited to :-

- 3.2.2.2.1.1. Exact media investment planned
- 3.2.2.2.1.2. All technology used and associated costs
- 3.2.2.2.1.3. All data used and associated costs
- 3.2.2.2.1.4. All Media Agencies
 - 3.2.2.2.1.4.1. With clear and visible demarcation of any Media on any Agency or Agency holding group trading deals, preferred Agency list or equivalent Agencies arrangement
- 3.2.2.2.1.5. All Advertising formats and any associated production costs
- 3.2.2.2.1.6. Frequency for each product
- 3.2.2.2.1.7. All Quality parameters
- 3.2.2.2.1.8. All Total Planned costs
- 3.2.2.2.1.9. All Amounts reserved as contingency
- 3.2.2.2.1.10. Gross Media Cost
- 3.2.2.2.1.11. Net Media Costs
- 3.2.2.2.1.12. VAT
- 3.2.2.2.1.13. Agency Discount
- 3.2.2.2.1.14. Agency Fee
- 3.2.2.2.1.15. ASBOF
- 3.2.2.2.1.16. Digital Service Tax
- 3.2.2.2.1.17. CCS levy
- 3.2.2.2.1.18. GCS Levy
- 3.2.2.2.1.19. Where biddable is used estimate unit cost
- 3.2.2.2.1.20. Buy Type
- 3.2.2.2.1.21. Client Organisation Name

- 3.2.2.2.1.22. Date
- 3.2.2.2.1.23. Campaign Name
- 3.2.2.2.1.24. Where relevant PASS ID or equivalent
- 3.2.2.2.1.25. Approver Name
- 3.2.2.2.1.26. Approver email
- 3.2.2.2.1.27. Planner Name
- 3.2.2.2.1.28. Planner Email
- 3.2.2.2.1.29. Agency Name
- 3.2.2.2.1.30. Glossary of any abbreviations used

3.2.2.2.2. **OOH Market Insight Document(s)** - The Agency can be required to produce a document that provides unbiased insight and analysis of the Out of Home media Market and or any related trends. The focus of this insight document can be determined by a specific focused request by the Client or proactively by the Agency.

3.2.3. Scope : OOH Media Buying

The Agency will be required to negotiate and secure OOH media placements on behalf of the client.

3.2.3.1. Specifications(s):

3.2.3.1.1. The Agency will be required to competitively negotiate OOH Media on behalf of all clients on this Framework.

The Agency will be required to secure OOH media placement across the United Kingdom.

The Agency will take into consideration the visibility of placements.

The Agency will take into consideration the suitability of OOH placements to Client advertising, taking into consideration the exact location and surround venues, and events

The Agency will maintain and operate a exclusion list of sites around the UK

3.2.3.2. Deliverable(s):

- 3.2.3.2.1. **OOH Media Buying Services** - The Agency will provide comprehensive media buying services to the Client focusing on all the Principles outlined in this scope of work document. This includes but is not limited to negotiating Out of home media buys on the Client's behalf, seeking out suitable investment opportunities, acting in a complete transparent way in regards to the accrual and allocation of value and adhering to the terms of this agreement and any standards as communicated by the Client. The Agency is also required to work with Out of Home Media Agencies on behalf of Clients to get Out of Home Media campaigns duly activated and deactivated as well as provide an further advertising operation services within its remit.
- 3.2.3.2.2. **Excluded Site List** - The Agency will maintain and make available a list of excluded sites and the rationale for the exclusion, this shall be reviewed and updated as a minimum quarterly.
- 3.2.3.2.3. **Campaign Optimisation Service(s)** - For every media buy the Agency will continue to optimise the campaign on an ongoing basis with the objective of improving campaign performance as much as is possible and in line with the standards as communicated by the Client.
- 3.2.3.2.4. **Media Campaign Reporting Service(s)** - The Agency is required to provide services for Campaign Reporting, which includes at designated times during or after a campaign providing clients with insights, statistics, analysis and update of the status of a campaign or piece of activity within a campaign. As a default this service should be provided to support the Agencies appointed under Lot 1 or 2 of this Framework in the fulfillment of its reporting deliverables.
- 3.2.3.2.5. **Log of Value Accrual and Allocation Document(s)** - The Agency shall maintain a document which will act as a ledger book of value accrued by media owner, technology and data provider. The Agency will register all allocation of

that value against any Client activity. As a default this service should be provided to support the Agencies appointed under Lot 1 or 2 of this Framework in the fulfillment of its equivalent reporting deliverables. This document shall be made available to CCS at all times.

3.2.3.2.6. **Log of Media Buy Document(s)** - The Agency shall maintain a document which will act as a log of all media buys that have been executed through the Framework Agreement including but not limited to the following pieces of information :-

3.2.3.2.6.1. Date of Media Buy

3.2.3.2.6.2. Client

3.2.3.2.6.3. Client Campaign

3.2.3.2.6.4. Media Channel

3.2.3.2.6.5. Media Supplier

3.2.3.2.6.6. Media Supplier SME Status

3.2.3.2.6.7. Media Supplier Product

3.2.3.2.6.8. Targeting Used

3.2.3.2.6.9. Buy Type

3.2.3.2.6.10. Unit Cost

3.2.3.2.6.11. Total Media Buy Cost

3.2.3.2.7. As a default this service should be provided to support the Agencies appointed under Lot 1 or 2 of this Framework in the fulfillment of its equivalent reporting deliverables.

3.2.3.2.8. **Clash Management Procedure Document(s)** - The Agency shall produce and maintain a document detailing its procedure for handling Clash Management across all channels for the variety of campaigns run for Client's through this Framework Agreement. As a minimum the document will be reviewed and updated on an annual basis. The Document shall be made available to CCS at all times over the course of the Framework Agreement and for a suitable period of time thereafter. As a default this service should be provided to support the Agencies appointed under Lot 1 or 2 of this Framework in the fulfillment of its equivalent deliverable.

3.2.3.2.9. **Log of Traffic Assets Document(s)** - The Agency is required to maintain and share with CCS a

document a log of all trafficked creative assets including but not limited to details such as :-

- 3.2.3.2.9.1. File name
- 3.2.3.2.9.2. Third Party providing the file
- 3.2.3.2.9.3. Date the creative was trafficked
- 3.2.3.2.9.4. Corresponding ad IDs to each creative asset
- 3.2.3.2.9.5. Format
- 3.2.3.2.9.6. Live date and duration
- 3.2.3.2.9.7. Media Units delivered against that creative ad
- 3.2.3.2.9.8. Any issues or required amends or changes to that creative asset
- 3.2.3.2.10. As a default this service should be provided to support the Agencies appointed under Lot 1 or 2 of this Framework in the fulfillment of its equivalent reporting deliverables.
- 3.2.3.2.11. **Repository of evidence of Live Activity Services** - The Agency is required to maintain and make available to CCS at all times a repository of images evidencing the activation of media activity. As a minimum the Agency should provide one image of a creative asset in the situation for each campaign. The situation needs to be indicative of the standards which apply to the media buy. As a default this service should be provided to support the Agencies appointed under Lot 1 or 2 of this Framework in the fulfillment of its equivalent reporting deliverables.
- 3.2.3.2.12. **Campaign Reporting Document(s)** - The Agency is required at the end of the campaign to provide a comprehensive document report of the activity that has run. As well as all statistics and information relating to the media the report should also include insight and analysis into learnings and what could be improved from the campaign. As a default this service should be provided to support the Agencies appointed under Lot 1 or 2 of this Framework in the fulfillment of its equivalent reporting deliverables.

3.3. Initiatives

The following are initiatives considered to deliver the key strategic benefits of a single Agency model and the Agency shall work with GCS and CCS on and ensure that the benefits of a single Agency model are realised and shared with each individual government department, ALB, NDPB and public sector organisation using the Framework Agreement. These initiatives shall be delivered by a collaboration of GCS, CCS and The Agency. With agreed upon exceptions as expressly indicated by CCS these initiatives and their deliverables shall be provided without further cost to Clients, CCS or GCS.

3.3.1. Annual OOH Research:

The Agency is required on a suitably frequent basis (see 3.2.1.1.4 below) to provide a OOH research piece for Government and public sector advertisers.

3.3.1.1. Specifications(s)

- 3.3.1.1.1. The area of research and study should be focussed on the public sector, public sector marketing campaigns and the Out of Home market.
- 3.3.1.1.2. The Agency will provide a timeline for the delivery of the research piece.
- 3.3.1.1.3. The Agency will provide an opportunity to sufficiently share and promote the findings of the research piece.
- 3.3.1.1.4. Where more appropriate and agreed with CCS and GCS the Agency may conduct a single piece of research of multiple years as a minimum at least one research piece needs to be completed before the end of the Framework term.

3.3.1.2. Deliverable(s)

- 3.3.1.2.1. **Annual OOH Research Programme(s)** - The Agency will proactively propose a piece of research and agree with the details and focus area of this research piece with CCS and GCS. The Agency will then undertake the research, updating CCS and GCS on its progress at the relevant intervals. The Agency will then compile and produce the research piece and all suitable collateral. The Agency will also facilitate and or be involved in the most appropriate opportunities and

forums to share the findings as agreed with and directed by CCS and GCS.

3.3.2. GCS OOH Evaluation Framework :

The Agency is required to develop and maintain an evaluation Framework for government.

3.3.2.1. Specifications(s)

- 3.3.2.1.1. The Agency is required to scope and design a programme for delivering an Out of Home Evaluation Framework for GCS to be implemented no later than the start of the final year of this Framework.
- 3.3.2.1.2. As part of scoping and designing the programme the Agency is required to consider and agree all the use cases, risks and dependables upfront and discuss those with GCS and CCS.
- 3.3.2.1.3. The Evaluation Framework must be developed in a way that is fully transferable to CCS and GCS at the end of the Framework Agreement.
- 3.3.2.1.4. The Agency must provide full disclosure to GCS and CCS at the scope and design stage of any costs in developing the Evaluation Framework.

3.3.2.2. Deliverable(s)

- 3.3.2.2.1. **GCS OOH Evaluation Framework Services(s) -**
The Agency will scope, design, deliver and implement a OOH Evaluation Framework for all public sector organisations using this Framework Agreement. The Agency should collaborate with CCS and GCS in the development of the evaluation. The Framework shall be bespoke and fully transferable at the end of the Framework term.

4. Agency Relationship Management

There shall be two levels of Agency relationship management for Agencies awarded under this lot.

4.1. Framework Agency Relationship Management

CCS will undertake comprehensive Agency relationship management to ensure that both Clients and the Agency are fully supported in the

use of the Framework and professional standards and best practices are adhered to.

On an annual basis CCS will design and agree with the Agency a Agency Relationship Management schedule which will be indicative of the date and timings of all key meetings and deliverables for the ongoing management of the relationship.

CCS will where possible support the Agency with issues that arise from the fulfillment of services under this agreement and the Agency will likewise be supportive of CCS and Client's of the Framework in managing the relationship.

4.2. **Call Off Contract Agency Relationship Management**

The Out of Home Agency is by default to play a supporting role to the Agencies appointed under Lot 1 or Lot 2 and should manage its client relationships primarily through that route.

Where minor issues do arise, the Client as a first recourse should consult with the relevant contacts with the Agencies organisations before escalating to CCS.

5. **Key Performance Indicators (KPIs)**

The following KPIs only apply to the Agency award under Lot 3 Out of Home Media, these KPIs are in addition to the Framework KPIs.

Lot 3 Out of Home Media		
Key Performance Indicator (KPI)	KPI Target	Measured by
The Agency is to provide access to all document form deliverables on an ongoing basis	80% of all document form deliverables to be accessible by CCS	Quarterly reconciliation of deliverables
The Agency is to achieve a % of SLA Adherence	75% SLA Adherence	Quarterly reconciliation of SLA Adherence as indicated in the Client Activity Register. CCS to conduct ad hoc audit of reported SLAs
The Agency is to provide FTE time sheets for the banded agreed roles by	80% adherence to agreed upon timings	Reconciled quarterly by CCS and can be audited at as part of the contract

deliverable by no later than the first week on the first month of the following quarter		compliance audit
<p>Unbilled Media, AVBs, Credits and Aged Debt position to be reported quarterly by no later than the first week on the first month of the following quarter</p> <p>AVB report to include GBP amount by channel and Agency</p> <p>Unbilled media report to include GBP amount by channel and Agency</p> <p>Credits and Aged Debt report to include GBP details by Customer by 30 days outstanding, 60 days outstanding and 90 days+ outstanding</p>	80% adherence to delivery of report by agreed upon timings	Quarterly reconciliation of deliverables and date when the deliverables were provided
Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report	80% adherence to agreed upon timings	Confirmation by CCS of completion of the actions by the dates identified in the Audit Report
Ensure prompt payment and accurate records of ASBOF Charge /BASBOF Charge payments are maintained. - Independent regulation of advertising authorities	80% accuracy and the immediate rectification of any errors in levy application	Annual Financial Compliance Audit

APPENDIX B4:

Lot 4 Scope and Specification

Media Buying Services Framework Agreement (RM6123)

Lot 4- Advertising Revenue Generation

Scope and Specification

Lot 4 - Advertising Revenue Generation

1. Role of the Out of Home Media Agency

The role of the Out of Home Media Supplier will be to maximise the commercial opportunities for public sector site owners across the UK. They will need to act in the best interests of Clients using this Framework Agreement and collaboratively on managing advertising real estate.

The Supplier will also be an advocate and champion for the social value initiatives agreed with Clients under the Call Off Contract.

2. Principles

The following are a set of principles that will apply to all elements of the scope and specification and provide a clear indication of the standards which the Agency will be expected to adhere to in providing services under the Framework Agreement

2.1. Transparency

The Supplier will be expected to provide completely transparent services to the client and be proactive in safeguarding that transparency, this includes but is not limited to :-

- 2.1.1. Ensure that all revenue is returned to the client in accordance with the agreed terms and conditions in the Call Off Contract.
- 2.1.2. Making all documentation the Supplier produces in delivering services to Clients under this agreement available to the Client, the client's appointed representative and CCS. The client's appointed representative will be stipulated in the Call Off Contract.
- 2.1.3. The Supplier will disclose to the Client all third parties' interests in any investment or otherwise recommendations it puts forward.
- 2.1.4. The Client, the client's appointed representative, CCS and any appointed internal and external auditor will have full access to all supplier invoices and contracts relating to these services which will be securely stored and shared without redaction.
- 2.1.5. Provide an annual report on key advertising partners on the organisations assets.

2.2. Continuous Improvement

- 2.2.1. The Supplier will be expected to commit to a programme of continuously improvement over the duration of the Framework Agreement this includes but is not limited to :-
- 2.2.2. Taking suitable remedial steps where services issues have been identified.
- 2.2.3. Proactively seek out opportunities to improve maximise the commercial returns, quality of service and the sustainability of the commercial model at all locations in the portfolio.
- 2.2.4. Deploying suitable, unbiased, quantitative methodology for collecting customer feedback on an ongoing basis (e.g NPS, customer surveys or telemetric surveys).
- 2.2.5. Provide input, feedback and learnings at all stages of a campaign and to ensure post-campaign analysis are shared and findings are embedded into ways of working.
- 2.2.6. The Supplier will drive quality through effective internal communication, horizon scanning and situational insight across the OOH industry to maximise opportunities, highlight risks and service Clients best.

2.3. Understanding of the Public Sector

A distinguishing feature of the services required from the Supplier awarded under this lot in comparison to equivalent services the Supplier may provide for other clients is that the Supplier is required to have a deep level of understanding of the Public Sector and Central Government. What is referred to here is not only knowledge of marketing campaigns and media expenditure but a broader understanding that includes:-

- 2.3.1. Understanding of public sector organisations,
- 2.3.2. An understanding of public sector policy
- 2.3.3. A clear knowledge of the Client's remit, responsibilities and funding
- 2.3.4. Understanding of key political and non-political stakeholders and stakeholder groups
- 2.3.5. An appreciation of the constantly changing context of the public sector

3. Scope, Specification and Deliverables

3.1. Core Scope of Work

3.1.1. Scope : Account Management

The Supplier is required to provide account management services to public sector site owners using this Framework Agreement

3.1.1.1. Specification(s) :

The Supplier shall provide comprehensive account management services to the Client. The Supplier will provide a team structure that delivers against the different requirements.

The Supplier structure and resource profile shall be capable of adapting to changing requirements and service levels during the term of this Framework Agreement and the Call-Off Contracts, and this will be subject to annual review between the Supplier and CCS.

The Supplier will provide sufficient resources for out of hours, emergency, bank holiday periods and ensure sufficient resilience and back up expertise is available when needed.

The Supplier will deliver an agile solution that provides for each and every client.

3.1.1.2. Deliverable(s):

3.1.1.2.1. Account Management Services - The Supplier shall provide comprehensive account management services to the Client. Including but not limited to attending all meetings and facilitating the delivery of all other services and deliverables as agreed on in the Call-Off contract.

3.1.2. Scope : Site Monetisation

The Supplier is required to provide services for management and proactive promotion of advertising at agreed upon sites of public sector landlords using this Framework Agreement

3.1.2.1. Specification(s) :

The Supplier is required to promote the availability of advertising at the Client Site.

The Supplier is required to make all reasonable efforts to secure campaigns at the Client Site.

A regular review of optimum sites and potential new site should be completed pre-contract and at regular intervals through the contract delivery.

The Supplier should take into consideration any specific client restrictions around the campaigns as detailed in the Call off Contact.

The Client may decline to accept a particular campaign for reasons including, but not limited to immoral, ethical or commercially opposing campaigns. Full definitions are provided in the Call Off Contract.

The Supplier shall provide to the Client not less than 90 days prior to the end of each contract year a budget revenue for the following year.

The Supplier must adhere to the commercial agreement and model as detailed by the client in the Call Off Contact

3.1.2.2. Deliverable(s):

3.1.2.2.1. **Site Monetisation Services** - The Supplier will in accordance with the agreements specified in the Call-Off contract monetise the agreed upon advertising units and real estate of the Client. The Supplier will provide these services in adherence with all terms and conditions agreed with the Client. As part of providing this services the Supplier should also proactively engage with the Customer on opportunities to increase revenue and/or yields or develop further advertising opportunities across its advertising units or real estate.

3.1.2.2.2. **Annual Budget Document** - Prior to the calendar or fiscal year the Supplier will provide the Client

with a Revenue budget for the year ahead. That budget shall include commentary on assumptions and dependencies underpinning that budget as well as an appraisal or possible risk and indicative mitigations or interventions. The document will be reviewed, updated and shared with the Client on a quarterly forecasting basis and comprehensive rationale should be documented for any deviations from the annual budget.

3.1.2.2.3.

3.1.3. Scope : Reporting

The Supplier is required to provide reporting to public sector landlords using this Framework Agreement

3.1.3.1. Specification(s) :

The Supplier is required to provide a suitable frequency of reporting to clients as agreed in the Call Off Contract

The Supplier must make all endeavours to make sure that all reports are accurate and remain accessible to the client over the duration of the Framework Agreement

3.1.3.2. Deliverable(s):

3.1.3.2.1. Campaign Revenue Reporting Document - In addition to the Annual Forecast Document the Supplier will also provide monthly reporting on revenue. This document should be sufficiently detailed and the exact details to be included should be agreed between the Supplier and the Client within the Call off Contract. As a default the report should be inclusive of the entire duration of the Call of Contract and detail all campaigns, advertisers and revenue generated by placement. The Supplier must provide this report inline with the agreed schedule within the Call Off Contract but as a default this report should be provided by no later than the second week of the following month.

4. Agency Relationship Management

There shall be two levels of Supplier relationship management for Suppliers awarded under this lot

4.1. Framework Agency Relationship Management

CCS will undertake comprehensive Supplier relationship management to ensure that both Clients and the Supplier are fully supported in the use of the Framework and professional standards and best practices are adhered to.

On an annual basis CCS will design and agree with the Supplier, a Supplier Relationship Management schedule which will be indicative of the date and timings of all key meetings and deliverables for the ongoing management of the relationship.

CCS will where possible support the Supplier with issues that arise from the fulfillment of services under this agreement and the Agency will likewise be supportive of CCS and Clients of the Framework in managing the relationship.

4.2. Call Off Contract Agency Relationship Management

The Client will undertake suitable supplier relationship management to ensure that the Supplier is adhering to the terms and conditions of the Call Off Contract to ensure a collaborative relationship is established and maintained with the Supplier. Where minor issues do arise, the Client as a first recourse should consult with the relevant contacts with the Suppliers organisations before escalating to CCS.

5. Key Performance Indicators (KPIs)

The following KPIs are the default applicable KPIs between a suppliers awarded under this Lot, Lot 4 Advertising Revenue Generation and a Client. The Client may in its call of contract vary or provide additional KPIs according to its specific specification requirements. These KPIs are in addition to the Framework KPIs.

Lot 4 Advertising Revenue Generation KPIs			
	Key Performance Indicator (KPI)	KPI Target	Measured by
1	The Supplier is to provide access to all document form deliverables on an ongoing basis	100% adherence to agreed upon timings for the document	Quarterly reconciliation of deliverables by the Client

2	The Supplier is to provide and maintain access to Campaign Revenue Reporting Document that details all campaigns that have and will run on the clients advertising placement	100% adherence to agreed upon timings for the document	Quarterly reconciliation of deliverables by the Client
3	<p>The Supplier is to provide a Annual Budget Document and reforecast that document on a quarterly basis with revenue projection for the remainder of</p> <ol style="list-style-type: none"> 1. The call off contract term 2. The financial or fiscal year period <p>as determined by the Client</p>	100% adherence to agreed upon timings for the document	Quarterly reconciliation of deliverables by the Client
4	The Supplier is to maintain a exclusion list of advertiser or type of advertisers as agreed with the Client	100% adherence to agreed upon timings for the document	Quarterly reconciliation of deliverables by the Client

APPENDIX B5:

Lot 5 Scope and Specification

Media Buying Services Framework Agreement (RM6123)

Lot 5 - Service Evaluation and Performance

Scope and Specification

Lot 5 - Service Evaluation and Performance

1. Role of the Service Evaluation and Performance Agency

The role of an Agency appointed under this Lot will be to provide clients with the required diagnosis, insight, analysis and recommendations associated with structuring, monitoring, evaluating or improving the range of services related to media and marketing investments. These will commonly fall under the following services:-

- Pricing Performance Evaluation
- Contract Compliance Evaluation
- Ecosystem Strategic Advice and Support

The Agency is expected to be impartial and act in the best interest of the client. The Agency must be suitably experienced and have the correct mixture of strategic thinking as well as the required technical skills to meet the specific requirements of the client.

The Agency award under this lot should be an advocate for the value of effective media services and encourage meaningful relationships that adopt and consider best practices and approaches.

Agencies awarded under this Lot are expected and encouraged to provide feedback and constructive challenge to improve Client (include CCS and GCS) practices as well as any Agencies they have been contracted to audit.

2. Principles

The following are a set of principles that will apply to all elements of the scope and specification and provide a clear indication of the standards which the Agency will be expected to adhere to in providing services under the Framework Agreement

2.1. Transparency

The Agency will be expected to provide completely transparent services to the client and be proactive in safeguarding that transparency. This includes but is not limited to ensuring that the Agency has no conflicts of interest in providing services to Client's under this agreement. Where there is or could be a possibility of conflict of interest the Agency must disclose that to the Client in advance of accepting any work. The Agency must also make all documentation it produces in delivering services to Clients under this agreement available to Clients.

2.2. Continuous Improvement

The Agency will be expected to commit to a programme of continuously improvement of the duration of the Framework Agreement this includes but is not limited to :-

- 2.2.1. Taking suitable remedial steps where services issues have been identified
- 2.2.2. Proactively seek out opportunities to improve the quality of service and the sustainability of the commercial model
- 2.2.3. Deploying suitable, unbiased, quantitative methodology for collecting customer feedback on an ongoing basis (e.g NPS Survey)
- 2.2.4. Provide input, feedback and learnings at all stages of fulfilling the Client's requirements. The Agency will meet all service delivery key performance indicators outlined in Briefs.
- 2.2.5. The Agency will actively share its insights, learnings and thought pieces with the client and support clients in gaining a better understanding of subject matter of their service area.

2.3. Understanding of the Public Sector

The Agency should have a suitable understanding of the Public Sector and Central Government. What is referred to here is not only knowledge of marketing campaigns and media expenditure but a broader understanding that includes :-

- 2.3.1. Understanding of public sector organisations,
- 2.3.2. An understanding of public sector policy
- 2.3.3. A clear knowledge of the Client's remit, responsibilities and funding
- 2.3.4. Understanding of key political and non-political stakeholders and stakeholder groups
- 2.3.5. An appreciation of the constantly changing context of the public sector
- 2.3.6. An appreciation of the level of detail and scrutiny that accompanies public sector expenditure

2.4. Innovation

The Agency will be expected to be truly innovative in the solutions and recommendations it develops to meet client requirements under this

Framework Agreement locally, regionally, domestically and globally this includes but its not limited to :-

- 2.4.1. Seeking out persuasive opportunities unique to public sector, government or central government departments
- 2.4.2. Challenge the conventional wisdoms and approaches within the media and marketing industry to find solutions to government and departmental issues
- 2.4.3. Think laterally around problem solving government obstacles to marketing and paid media financial processes
- 2.4.4. Providing counsel on latest industry trends, developments, emerging media and marketing issues
- 2.4.5. Proactively seeking out and recommend new techniques, commercial models, Agency models and ways of working

2.5. Value for Money

The Agency shall adopt a value for money mindset in it's remuneration, allocation of funds on behalf of clients and its appraisal of how funds have been allocated by third parties using this Framework.

Delivering value for money involves the efficient, effective and economic use of taxpayers money in the delivery of services. It means seeking out and implementing solutions which achieve the best mix of quality and effectiveness for the least outlay. Decisions should be based on evidenced information and follow agreed processes and policies, challenging these appropriately where they appear to prevent good value for money.

3. Scope, Specification and Initiatives

3.1. Core Scope of Work

3.1.1. Scope : Account Management

The Agency is required to provide account management services to clients using this Framework Agreement

3.1.1.1. Specification(s) :

- 3.1.1.1.1. The Agency shall provide dedicated resources to deliver the Services, including experts in creative, production, social and/or each media channel. The Agency must have the ability to draw on a wider resource and relevant expertise in Creative, Production, Social, and Media Auditing to fulfil the requirements of this Framework Agreement.
 - 3.1.1.1.2. The Agency shall provide a single point of contact (Account Manager) for the UK.
 - 3.1.1.1.3. The Agency shall ensure that at least one member of the senior executive team shall be readily available for consultation and discussion at 24 hours' notice. The purpose of this is to resolve any concerns about service delivery within a mutually agreeable time frame.
 - 3.1.1.1.4. The Agency shall provide a full escalation process to record, manage and resolve any arising issues.
- 3.1.2. Scope : Contract Compliance - Media Planning and Buying Service(s)
- The Agency must ensure that they are able to provide a Service to the Client which ensures that Media Planning and Buying Agency(s) are delivering on their commercial and contractual commitments under the relevant Framework Agreement.
- 3.1.2.1. Specification(s) :
 - 3.1.2.1.1. The Agency must ensure that the Media Planning and Buying Agency(s) is kept accountable ensuring that the Client's media investment is being spent in the most appropriate places.
 - 3.1.2.1.2. The Agency must identify critical areas for improvement, optimisation and best practice in online and offline media planning and buying.
 - 3.1.2.1.3. The Agency must ensure that the Media Buying Agency is delivering on any ways of working, principles or codes of conduct either agreed by the parties and/or referred to as a goal or commitment in the tender process.
 - 3.1.2.1.4. The Agency shall provide financial/forensic auditing Services of Media Planning and Buying services provided under the relevant CCS

Framework Agreements or through the Client's own agreements (whether in-house or through a sub-contracting arrangement) . This shall include:

- 3.1.2.1.4.1. Validation that media plans are supported by valid communications strategies which are jointly agreed with the creative and the Client and/or the Client.
- 3.1.2.1.4.2. Validation that media costs are valid and supported by valid Agency invoices.
Including but not limited to:
 - 3.1.2.1.4.2.1. verifying accurate reconciliation against any and all approved media plans
 - 3.1.2.1.4.2.2. receipt of all valid invoices against a plan within 90 calendar days of media activity ending.
- 3.1.2.1.4.3. The identification of any unbilled media, media credits and/or unpaid balances.
- 3.1.2.1.4.4. The identification and validation of any other media rebates and discounts acquired under the Media Planning and Buying services under the relevant Framework Agreements. This includes but is not limited to:
 - 3.1.2.1.4.4.1. investigating any volume Agency discounts or referral financial mechanism received by the Agency related to or inclusive of any services the Agency provides to the Client
 - 3.1.2.1.4.4.2. quantifying any credits due to be returned by the Media Buying Agency related to or inclusive of any services the Agency provides to the Client
 - 3.1.2.1.4.4.3. reviewing prompt payment discounts received by the Agency that is related to or inclusive of any services the Agency provides to the Client and quantifying any such rebates due to the Client.
 - 3.1.2.1.4.4.4. assessing any value received by the Agency that is related to or inclusive

of any services the Agency provides to the Client.

- 3.1.2.1.5. The financial / forensic auditing shall be required on an annual basis at a time specified by the Client.
- 3.1.2.1.6. The Agency shall provide and submit a written report to the Client and/or Clients within 30 calendar days of the audit, including full details of all cash, credit and value owed and whether it has been credited.
- 3.1.2.1.7. It is recognised that the media marketplace is constantly evolving and the traditional media channels will change with the move towards increased automatic and programmatic media buys as well as other market and technological developments. It is expected that the Agency shall evolve with the media marketplace throughout the lifetime of this Framework Agreement.
- 3.1.2.1.8. The Agency shall maintain and deliver the maximum level of auditability of the Media Buying data and evolve their approach and methodologies accordingly to reflect best practice in the market.
- 3.1.2.1.9. The Agency shall ensure that any media bought through Agency trading desks shall be audited, unless otherwise approved in advance by the Client.
- 3.1.2.1.10. The Agency shall conduct Deep Dive audits and associated reporting, at a frequency specified by the Client at the Call Off stage.
- 3.1.2.1.11. The Client will specify which one or more of the media channels each audit must include; this may comprise one media channel, or any combination and any number of media channels, up to and including all media channels, dependent upon individual audit requirements at the time specified.
- 3.1.2.1.12. The Agency shall conduct Deep Dive audits and reporting to be utilised in additional campaign-specific audits.
- 3.1.2.1.13. The specific requirements of a Deep Dive audit shall be specified by CCS and/or Clients at the Call Off stage.

- 3.1.2.1.14. The Agency will work with the Client to manage any Performance Related Fee (PRF) structure. The Agency will ensure that the Agency(s) fulfils the KPIs and methodologies that have been specified within the agreement between the Client and the Agency.
- 3.1.2.1.15. The Agency must be able to establish a digital methodology for the Client covering current and emerging online display and social channels (i.e. Facebook, Instagram, and Snapchat). Including :-
 - 3.1.2.1.15.1. Establishing a baseline that can be clearly evidenced by the auditor's pool (including where relevant target layers).
 - 3.1.2.1.15.2. Producing clear quality metrics (by channel where possible).
 - 3.1.2.1.15.3. Validating and reporting actual Agency activity against the baseline.
 - 3.1.2.1.15.4. Providing recommendations to correct Agency behaviours and / or establish new behaviours / rule sets to drive value.
- 3.1.3. Scope : Contract Compliance - Creative, Production, Events, Research and Social

The Agency must ensure that they are able to provide a Service to CCS which ensures the Agency is delivering their commercial and contractual commitments under the current and future iterations of the Campaign Solutions and Communication Services Framework Agreements and/or any other relevant Framework Agreement or Dynamic Purchasing System Contract (DPS)

 - 3.1.3.1. Specification(s) :
 - 3.1.3.1.1. The Agency must ensure that the Agency is kept accountable ensuring that CCS' and Client's creative, production, events, research and social investment is being spent generating the right outcome.
 - 3.1.3.1.2. The Agency must identify critical areas for improvement, optimisation and best practice in briefing, brand and campaign ideation, brand and campaign strategy, creative execution, in-house / outsourced production, and social activities.
 - 3.1.3.1.3. Forensic/Financial Auditing

- 3.1.3.1.4. The Agency shall provide financial/forensic auditing Services in relation to the CCS Framework Agreements and/or any other relevant Framework Agreements or DPS contracts (whether in-house or through a sub-contracting arrangement). These shall include:
- 3.1.3.1.5. Validation that all costs are supported by valid Agency invoices.
- 3.1.3.1.6. The identification of actual Agency direct labour costs + overhead factor + profit markup + annual hrs that apply to CCS activities, billed hours vs. actual timesheets, billed Agency roles vs. quoted, Digital Asset Management (DAM) upload / download costs, artwork and production trafficking costs vs. benchmark / industry standard, production actual costs vs approved, production Agency selection and award process, production cost control process and Agency and/or subcontractor cost reconciliations on any of the above.
- 3.1.3.1.7. The identification and validation of any other rebates and discounts acquired under the relevant Framework Agreement(s) or DPS contract(s). This includes:
- 3.1.3.1.8. investigating any volume Agency discounts received by the Agency that is from any source in relation to its activity under the relevant Framework Agreement(s) or DPS contract(s);
- 3.1.3.1.9. quantifying any credits due to be returned by the Agency that is from any source in relation to its activity under the relevant Framework Agreement(s) or DPS contract(s);
- 3.1.3.1.10. reviewing prompt payment discounts received by the Agency that is from any source in relation to its activity under the relevant Framework Agreement/s and quantifying any such rebates due to client departments; and
- 3.1.3.1.11. Assessing any value received by the Agency that is from any source in relation to its activity under the relevant Framework Agreement(s).

- 3.1.3.1.12. The financial / forensic auditing shall be required on an annual basis at a time specified by CCS and/or Clients.
 - 3.1.3.1.13. The Agency shall provide and submit a written report to CCS and/or Clients within 30 calendar days of the audit, including full details of all cash, credit and value owed and whether it has been credited.
 - 3.1.3.1.14. Evolving Marketplace
 - 3.1.3.1.15. It is recognised that the creative / production / social marketplace is constantly evolving and traditional approaches or ways of working will change with the move towards increased automation and technological developments. It is expected that the Agency shall evolve with the marketplace throughout the lifetime of this Framework Agreement(s).
 - 3.1.3.1.16. The Agency shall maintain and deliver the maximum level of auditability and evolve their approach and methodologies accordingly to reflect best practice in the market.
 - 3.1.3.1.17. It is our intention to establish a remuneration / performance related fee (PRF) structure within the creative / production / social supply chain to ensure that the ecosystem is fully aligned in terms of strategic objectives and measurement. The Agency will work with CCS to manage a PRF structure with the Agency(s).
 - 3.1.3.1.18. The Agency will ensure that the Media Agency(s) fulfils the KPIs and methodologies have been specified within the Campaign Solutions and Communication Services Framework Agreement. These KPIs are subject to change throughout the duration of the Framework Agreement period.
- 3.1.4. Scope : Contract Compliance - Pricing Validation - Media Buying
The Agency must ensure that they can provide Services which allow them to validate pricing commitments under the Media Buying Framework Agreement.
- 3.1.4.1. Specification(s) :
 - 3.1.4.1.1. This includes but is not limited to:

- 3.1.4.1.1.1. delivery of pricing commitments from the Media Buying Agency under the Media Buying Framework;
- 3.1.4.1.1.2. delivery of quality parameters defined in the pricing commitments under the Media Buying Framework Agreement;
- 3.1.4.1.1.3. normalisation of buying and quality factors to enable like for like comparisons and new media types/formats to be included in the pricing commitments by the Media Buying Agency, under the Media Buying Framework Agreement;
- 3.1.4.1.1.4. the Agency must as a minimum deliver Annual measurement with quarterly progress reports; and
- 3.1.4.1.1.5. price benchmarking vs. the market, further improved pricing opportunities, me vs. me, me vs. us, appropriateness of the comparison i.e. vs. BT/ASDA - audience targeting.

3.1.5. Scope : Pricing Validation - Creative, Production, Events and Social

The Agency must ensure they can provide Services which allow them to validate pricing commitments under the current and future iterations of the Campaign Solutions and Communication Services Framework Agreements and/or any other relevant Framework Agreements or DPS contract(s).

3.1.5.1. Specification(s) :

3.1.5.1.1. This includes but is not limited to:

- 3.1.5.1.1.1. delivery of pricing commitments from the Creative Agency under current and future iterations of the Campaign Solutions and Communication Services Framework Agreements and/or any other relevant Framework Agreements or DPS contract(s);
- 3.1.5.1.1.2. delivery of quality parameters defined in the pricing commitments under the current and future iterations of the Campaign Solutions and Communication Services Framework Agreements and/or any other relevant

- Framework Agreements or DPS contract(s);
GCSi International
- 3.1.5.1.1.3. the Agency must as a minimum deliver
Annual measurement with quarterly
progress reports; and
- 3.1.5.1.1.4. price benchmarking vs. the market, further
improved pricing opportunities, me vs. me,
me vs. us, appropriateness of the
comparison i.e. NHS vs. client X within the
Health and Beauty sector.

3.1.6. Scope : Ecosystem Strategic Advice and Support

The Agency will provide market advisory services, which may be used in the planning and conduct of a business change. This will include but not be limited to thought leadership from a creative, production, social, and media industry perspective

3.1.6.1. Specification(s) :

- 3.1.6.1.1. The Agency will provide this service with a high level of experience and leadership capabilities as well as access to the latest market and ecosystem news and data.
- 3.1.6.1.2. The Agency will agree with the Client at the start of the scope of work the Agency personnel that will be working on the client's requirements.
- 3.1.6.1.3. The Agency will agree with the Client at the start of the scope of work all documentation to be produced and make those documents accessible to the client.
- 3.1.6.1.4. The Agency will agree and maintain with the Client a time and date schedule for the delivery of all associated and agreed upon deliverables.
- 3.1.6.1.5. The Agency will agree with the Client at the start of the scope of work, the acceptance criteria for all requested deliverables. As a default all deliverables are required to be iterated on until finalisation as determined by the Client.
- 3.1.6.1.6. The Agency shall provide market advisory Services, which may be used in the planning and conduct of a business change, which may include:-

- 3.1.6.1.6.1. Creating, editing, inputting into brand and or campaign communication strategies to drive for higher level outcomes, higher return on investment (ROI), and / or accessing new technologies / channels / partnerships etc.
- 3.1.6.1.7. The Agency shall provide Thought Leadership from a Creative, Production, Social, and Media industry perspective that would enrich / enhance positive behaviours / attitude towards government and wider public sector communications, including but not limited to:-
 - 3.1.6.1.7.1. expanding total reach;
 - 3.1.6.1.7.2. expanding activation rates relating to the communications;
 - 3.1.6.1.7.3. enhancing the opportunity for 360 degree communications;
 - 3.1.6.1.7.4. enhancing the precision of the communication(s) both regarding content and frequency;
 - 3.1.6.1.7.5. recommendations evidenced by global market best practices;
 - 3.1.6.1.7.6. identification of possible risks and mitigation strategies;
 - 3.1.6.1.7.7. identification of new technologies particularly with reference to data and insights; and
 - 3.1.6.1.7.8. future strategy setting.
- 3.1.6.1.8. The Agency shall provide advice and consultancy Services to CCS regarding any marketing ecosystem business transformation/change programmes, including but not limited to:
 - 3.1.6.1.8.1. functional and / or activity in-housing / outsourcing;
 - 3.1.6.1.8.2. staff structure, capability, and training;
 - 3.1.6.1.8.3. internal / external ways of working / processes;
 - 3.1.6.1.8.4. appraisal of supply chains / Agency(s);
 - 3.1.6.1.8.5. technological product / service selection and deployment;
 - 3.1.6.1.8.6. creation / edits / comment to creative, production, and media specific legal or commercial documents;

- 3.1.6.1.8.7. operational reviews and improvements; and
- 3.1.6.1.8.8. Creation, establishment, and review of outcomes and effectiveness across the marketing ecosystem.
- 3.1.6.1.9. These Services shall be detailed and priced at the Call Off stage.

4. Service Level Agreements

4.1. Service Delivery

- 4.1.1. The Agency shall provide communication performance audit & analysis services with regular face to face / telephone meetings to discuss progress against delivery of results, achieving targets and milestones and any risks and/or issues arising from the feedback received from the Creative, Media Planning and/or Media Buying Framework Agreements or DPS contract(s).
- 4.1.2. CCS and/or Clients will specify the dates and frequency of UK audits and reporting requirements at the outset of the Call-Off stage.
- 4.1.3. The Agency shall provide a full written report including improvement recommendations and shall deliver a presentation on the performance of the Creative, Media Planning, and/or Media Buying Framework Agreements and/or any other relevant Framework Agreements or DPS contract(s), to be hosted at a Central London location no later than two months after the end date of the audit period, provided that the instruction has been made to the Agency before the end of the audit period. For example, if an audit covers the six-month period January 1st to June 30th, the audit report and presentation must be hosted by August 31st, subject to the Agency receiving an instruction before June 30th). If required by CCS, the Agency shall ensure that representatives for each media channel are in attendance at the presentation.
- 4.1.4. The Agency shall provide an additional, editable high-level summary report, following each UK creative, media planning, and media buying audit, which will not compromise commercial confidentiality if released into the public domain. With reference to the media deliverables this summary report must include, as a minimum, performance rankings by media channel against the Auditor's Benchmark Pool or a Pool as defined with CCS and/or Clients prior to the audit commencement.
- 4.1.5. For media deliverables, the Agency shall provide details of top line discounts by media channel secured versus the Agency's

auditing benchmark for the year, on an annual basis at the end of the financial year; specified by CCS and/or Clients.

- 4.1.6. For media deliverables, the auditing benchmark shall be based upon a bespoke Pool of advertisers or estimates based on market data / proprietorial research. The methodology used shall be agreed with CCS and/or Clients prior to an audit being conducted. When requested by CCS and/or Clients, the Agency shall provide statistics in relation to the percentage coverage / share of the Agency's Pool(s) in the relevant market.
- 4.1.7. For media deliverables, the Agency shall provide the following Services as part of the annual mandatory requirements:
- 4.1.8. When requested by CCS, the Agency shall provide verification of the new media pricing (e.g. where new Agencies, formats or buy types are introduced into the market, or for international buying). Timescales for the provision of this information shall be specified at the Call Off stage.
- 4.1.9. When requested by CCS, the Agency shall provide advice on media agencies' proposed performance and remuneration throughout the period of the contract negotiation with Media Sales House or equivalent.
- 4.1.10. The Agency shall provide verification of the media Agency's annual performance, when requested by CCS and/or Clients.

6. Agency Relationship Management

There shall be two levels of Agency relationship management for Agencies awarded under this lot.

6.1. Framework Agency Relationship Management

CCS will undertake comprehensive Agency relationship management to ensure that both Clients and the Agency are fully supported in the use of the Framework and professional standards and best practices are adhered to.

On an annual basis CCS will design and agree with the Agency a Agency Relationship Management schedule which will be indicative of the date and timings of all key meetings and deliverables for the ongoing management of the relationship.

CCS will where possible support the Agency with issues that arise from the fulfillment of services under this agreement and the Agency will likewise be supportive of CCS and Clients of the Framework in managing the relationship.

6.2. Call Off Contract Agency Relationship Management

The Out of Home Agency is by default to play a supporting role to the Agencies appointed under Lot 1 or Lot 2 and should manage its client relationships primarily through that route.

Where minor issues do arise, the Client as a first recourse should consult with the relevant contacts with the Agencies organisations before escalating to CCS.

5. Key Performance Indicators (KPIs)

The following KPIs are the default applicable KPIs between an Agencies awarded under this Lot, Lot 5 Service Evaluation and Performance and a Client. The Client may in its call of contract vary these KPIs according to its specific requirements. These KPIs are in addition to the Framework KPIs.

Lot 5 Service Evaluation and Performance KPIs		
Key Performance Indicator (KPI)	KPI Target	Measured by
The Agency is to provide access to all document form deliverables on an ongoing basis	100% of all documents from deliverables to be accessible by CCS	Quarterly reconciliation of deliverables
Agencies providing auditing and performance measurement services. The Agency is to produce and submit a written report to the Authority and/or Clients within 30 calendar days of the audit, including full details of all cash, credit and value owed and whether it has been credited.	100%	Confirmation of receipt and time of receipt by the Authority and/or Clients, and received prior to the timescales specified by the Authority and/or Clients
Agencies providing auditing and performance measurement services. The Agency will provide validation of pricing commitments under media buying, media planning, creative,	100%	Confirmation of receipt and time of receipt by the Authority and/or Clients, and received prior to the timescales specified by the Authority and/or Clients

production, events and social. To provide annual measurement with quarterly progress reports; and price benchmarking. This may be within a CCS or non-CCS public sector marketing contract.		
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