



Department for
International Trade

**Call-Off Contract for the Provision of Event Management
Services for the UK Pavilion at Expo 2020 Dubai**

(under the CCS Framework RM3796 – Lot 2 Events)

Between

The Department for International Trade

And

Innovision Events Limited

Contract reference: DN371616

April 2019

Contents

INTRODUCTION.....	4
1 Appointment & Statements of Work	4
2 Term	5
3 Call Off Guarantee	5
4 Client's Obligations	5
5 Service Delivery, Delay and Rectification.....	5
6 Agency: Other Appointments	7
7 Client: Other Appointments	7
8 Personnel.....	7
9 Variations and Cancellations.....	8
10 Approvals and Authority	9
11 Project Management.....	9
12 Fees and Invoicing.....	10
13 Third Party Agencies: Assignment and Sub-Contracting	11
14 Discounts and Rebates	12
15 Confidentiality, Transparency and Freedom of Information	12
16 Agency Warranties.....	14
17 Client Warranties	14
18 Liability.....	15
19 Insurance.....	15
20 Intellectual Property Rights	16
21 Audit	17
22 Advertising Standards.....	18
23 Termination.....	18
24 Consequences of Termination	20
25 Force Majeure.....	21
26 Notices.....	21
27 Staff Transfer	22
28 Third Party Rights	22
29 Data Protection, Security and Publicity	22
30 Retention and Set Off.....	25
31 Income Tax and National Insurance Contributions	25
32 Prevention of Fraud and Bribery	26
33 General.....	27
34 Dispute Resolution.....	27
35 Governing Law and Jurisdiction	27
Schedule 1 Definitions and Interpretation	29

Schedule 2 Statement of Work	40
Schedule 3 Staff Transfer	63
Schedule 4 Dispute Resolution Procedure	64
Schedule 5 Contract Change Notice Form.....	66
Schedule 6 Commercially Sensitive Information	67
Schedule 7 Agency Key Personnel.....	68
Schedule 8 Authorised Processing Template	69
Schedule 9 Approved Sub-Contractor List.....	71
Schedule 10 Governance and Contract Management	72
Schedule 11 Performance Management Framework	79
Schedule 12 Agency and Third-Party Software	88
Schedule 13 Security Requirements, Policy and Plan	89
Schedule 14 Travel and Subsistence.....	90
Schedule 15 Agency Proposal.....	93
Schedule 16 Pricing.....	94

Call-Off Contract – Call-Off Terms

This Call-Off Contract is made on the 29th day of April 2019 between:

THE SECRETARY OF STATE FOR THE DEPARTMENT FOR INTERNATIONAL TRADE, with offices at 3 Whitehall Place, London, SW1A 2AW (the “Client”);

and

INNOVISION EVENTS LIMITED, a company registered in England and Wales under Company Number 3456454 whose registered office is at The Battleship Building, 179 Harrow Road, London W2 6NB (the “Agency”),

Both the Client and the Agency can be referred to as a “Party” or together the “Parties”.

INTRODUCTION

- (1) The Agency is one of a number of agencies appointed by the Crown Commercial Service (CCS) to the Framework Agreement (as defined in Schedule 1) and is therefore able to enter into this Call-Off Contract to provide the Services to the Client.
- (2) This Call-Off Contract, made between the Client and the Agency, sets out the terms of the Agency's appointment as a provider of the Services to the Client. The Services will be delivered according to the terms of this Call-Off Contract, any agreed Statement of Work, and the Framework Agreement.
- (3) The Agency's appointment has been confirmed in the Letter of Appointment.
- (4) The Parties agree that the Services and associated Deliverables shall be supplied in accordance with the terms of the Framework Agreement and this Call-Off Contract.
- (5) Following the successful completion of a Further Competition Procedure, the Letter of Appointment, these Call-Off Terms and any Statement of Work are now binding on the parties on execution of the Letter of Appointment.

IT IS AGREED:

1 Appointment & Statements of Work

- 1.1 Throughout the Term of this Call-Off Contract, the Agency will perform the Services and (where relevant) supply the Deliverables to the Client in accordance with this Call-Off Contract and any one or more agreed Statements of Work.
- 1.2 Subject to the terms of the Letter of Appointment and Clause 1.4 the Parties may agree new Projects to be delivered under this Call-Off Contract by agreeing a new Statement of Work. This must be done in writing and using the form set out at Schedule 2. Once both Parties have signed a Statement of Work, it automatically forms part of this Call-Off Contract.
- 1.3 Any schedule attached to a Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. Where the Parties agree in the Letter of Appointment that there may be more than one Statement of Work, a schedule attached to a Statement of Work only applies to the relevant Project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.
- 1.4 Where a Statement of Work would result in:
 - (a) a variation of the Services procured under this Call-Off Contract;
 - (b) an increase in the Charges agreed under this Call-Off Contract; or
 - (c) a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Call-Off Contract,

the relevant term(s) will be dealt with as a proposed Variation to this Call-Off Contract in accordance with the Variation procedure set out in Clause 0.

2 Term

- 2.1 This Call-Off Contract starts on the **Effective Date** and ends on the **Expiry Date**, as stated in the Letter of Appointment. The Expiry Date may be changed in accordance with Clause 2.2 or Clause 0.
- 2.2 The Client may extend this Call-Off Contract for any period up to the Extension Expiry Date by giving the Agency notice in writing before the Expiry Date. The minimum notice which must be given in order to amend the Expiry Date is specified in the Letter of Appointment.
- 2.3 The revised date the contract will end (the **New Expiry Date**) will be set out in the notice given under Clause 2.2 above.
- 2.4 The terms and conditions of this Call-Off Contract will apply throughout any extended period.
- 2.5 Each Project starts on the Project Commencement Date and ends on the Project Completion Date, unless it is terminated earlier in accordance with Clause 0.

3 Call Off Guarantee

- 3.1 Where the Client has stated in the Letter of Appointment that this Call-Off Contract is conditional on receipt of a Guarantee, then, on or prior to the Effective Date (or on any other date specified by the Client), the Agency must provide:
 - an executed Guarantee from a Guarantor; and
 - a certified copy extract of the board minutes and/or resolution of the Guarantor approving the execution of the Guarantee.
- 3.2 The Client may at any time agree to waive compliance with the requirement in Clause 3 by giving the Agency notice in writing.

4 Client's Obligations

- 4.1 The Client will give the Agency instructions as to its requirements for the Services and Deliverables. These will be included in a Statement of Work and may include start and end dates for each stage of the proposed Services and Deliverables.

5 Service Delivery, Delay and Rectification

Service Delivery

- 5.1 The Agency will give the Client full and clear instructions as to any Client Materials it reasonably requires to perform the Services and provide the Deliverables.
- 5.2 The Agency will:
 - comply with all Law;
 - use all reasonable and proper skill and care in its performance of the Services and provision of the Deliverables;
 - comply with all reasonable Client instructions regarding the Services and Deliverables, as long as these instructions do not materially amend the Statement of Work (unless the amendment has been agreed in accordance with Clause 9);
 - keep Client Materials under its control safe and secure and in accordance with any security policy provided by the Client; and
 - provide all Deliverables by any dates set out in the applicable Statement of Work or any other date(s) agreed by the parties in writing.

Delay

- 5.3 If the Client materially breaches its obligations in connection with this Call-Off Contract (including its payment obligations), and consequently delays or prevents the Agency from performing any of the agreed Services or providing any of the agreed Deliverables this will be a “**Client Cause**”. In the event of a Client Cause, without prejudice to any other rights or remedies the Agency may have the Agency will be granted an appropriate extension of time (to be approved by the Client, acting reasonably) to perform the agreed Services or provide the agreed Deliverables. The Agency will not be liable for any Losses incurred by the Client as a result of Client Cause, provided the Agency complies with its obligations set out at Clause 5.4.
- 5.4 The Agency must notify the Client within 2 Working Days of the Agency becoming aware that the Client has breached, or is likely to breach, its obligations in connection with this Call-Off Contract. This notice must detail:
- (a) the Client Cause and its actual or potential effect on the Agency’s ability to meet its obligations under this Call-Off Contract, and
 - (b) any steps which the Client can take to eliminate or mitigate the consequences and impact of such Client Cause.
- 5.5 The Agency must use reasonable endeavours to eliminate or mitigate the consequences and impact of a Client Cause. The Agency must try to mitigate against any Losses that the Client or the Agency may incur, and the duration and consequences of any delay or anticipated delay.
- 5.6 If at any time the Agency becomes aware that it may not be able to perform the Services or provide any Deliverables by any date set out in the applicable Statement of Work (or any other deadline agreed by the Parties in writing), this will constitute a Default and the Agency will immediately notify the Client of the Default and the reasons for the Default.
- 5.7 If the Default described in Clause 5.6 above is, in the Client’s opinion capable of remedy, the Client may, up to 10 Working Days from being notified of the Default, instruct the Agency to comply with the Rectification Plan Process.

Rectification Plan Process

- 5.8 If instructed to comply with the Rectification Plan Process by the Client under Clause 5.7 above, the Agency will submit a draft Rectification Plan to the Client to review as soon as possible and in any event within 10 Working Days (or such other period as may be agreed between the Parties) from being instructed to do so. The Agency shall submit a draft Rectification Plan even if the Agency does not agree that the Default is capable of remedy.
- 5.9 the draft Rectification Plan shall set out:
- (a) full details of the Default that has occurred, including the underlying reasons for it;
 - (b) the actual or anticipated effect of the Default; and
 - (c) the steps which the Agency proposes to take to rectify or mitigate the Default and to prevent any recurrence of the Default, including timescales for such steps and for the rectification of the Default (where applicable).
- 5.10 The Agency shall promptly provide to the Client any further documentation that the Client requires to assess the Agency’s reasoning behind the default. If the Parties do not agree on the root cause set out in the draft Rectification Plan, either Party may refer the matter to be determined in accordance with paragraph 5 of Schedule 4 (Dispute Resolution Procedure).
- 5.11 The Client may reject the draft Rectification Plan by notice to the Agency if, acting reasonably, it considers that the draft Rectification Plan is inadequate. An example of an inadequate draft Rectification Plan is one which:
- (a) is insufficiently detailed to be capable of proper evaluation;

- (b) will take too long to complete;
 - (c) will not prevent reoccurrence of the Default;
 - (d) will rectify the Default but in a manner which is unacceptable to the Client; or
 - (e) will not rectify the Default.
- 5.12 The Client will tell the Agency as soon as reasonably practicable if it agrees to or rejects the draft Rectification Plan.
- 5.13 If the Client rejects the draft Rectification Plan, the Client will give reasons for its decision in its rejection notice. The Agency must take these reasons into account in the preparation of a revised Rectification Plan. The Agency shall submit a revised draft of the Rectification Plan to the Client for review within 5 Working Days (or such other period as agreed between the Parties) of the Client's rejection notice.
- 5.14 If the Client agrees the draft Rectification Plan, or any revised draft Rectification Plan, the Agency shall immediately start work on the actions set out in the Rectification Plan.

6 Agency: Other Appointments

- 6.1 Adverse public perception could have a detrimental impact on the Client's desired outcomes for the Project. To minimise this risk, the Agency must not, without the Client's written consent, provide communication or campaign services to a third party during the Term of this Call-Off Contract where the provision of such services (in the reasonable opinion of the Client):
- has the potential to adversely affect the Client's desired outcome of the Project or diminish the trust that the public places in the Client; or
 - is likely to cause embarrassment to the Client or bring the Client into disrepute or may result in a conflict of interest for the Client.
- 6.2 The only exception to this is if the Agency provides communication services to an existing client, which the Client had been informed about before entering into this Call-Off Contract.
- 6.3 If the Agency becomes aware of a breach, or potential breach, of its obligations under Clause 6, the Agency must notify the Client immediately, providing full details of the nature of the breach and the likely impact on any Projects.
- 6.4 If the Agency breaches Clause 6, the Client may terminate this Call-Off Contract, a Project, or any part of a Project with immediate effect in accordance with Clause 23.3.

7 Client: Other Appointments

- 7.1 Subject to Clause 5.14 the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce deliverables which are the same or similar to the Services or Deliverables.

8 Personnel

- 8.1 The Agency must ensure that Agency personnel who provide the Services:
- (a) are appropriately experienced, qualified and trained to provide the Services in accordance with this Call-Off Contract
 - (b) apply all reasonable skill, care and diligence in providing the Services
 - (c) obey all lawful instructions and reasonable directions of the Client and provide the Services to the reasonable satisfaction of the Client, and
 - (d) are vetted in accordance with Good Industry Practice and, where applicable, the security requirements of the Client and the Standards

- 8.2 The Agency will be liable for all acts or omissions of the Agency personnel. Any act or omission of a member of any Agency personnel which results in a breach of this Call-Off Contract is a breach by the Agency.
- 8.3 The Client acknowledges and agrees that it may be necessary for the Agency to replace the personnel providing the Services with alternative personnel with similar levels of seniority and experience.
- 8.4 The Agency will seek to ensure that any Key Individual responsible for the provision of the Services will remain involved in the provision of the Services. If any Key Individual leaves the Agency, or ceases to be involved in the provision of the Services for any reason (for example, if they are promoted to a different role within the Agency), the Agency will consult with the Client and, subject to the Client's prior Approval not to be unreasonably withheld or delayed, appoint a suitable replacement.
- 8.5 If the Client reasonably believes that any of the Agency personnel undertaking work on this Call-Off Contract:
- (a) do not meet the requirements of Clause 8.1; or
 - (b) may cause embarrassment to the Client or bring the Client into disrepute or may result in a conflict of interest for the Client,
- it will notify the Agency who will then end the person's involvement in providing the Services.

9 Variations and Cancellations

- 9.1 Either Party may request a change to this Call-Off Contract, a Project or a Statement of Work. Any requested change must not amount to a material change of this Call-Off Contract (within the meaning of the Regulations and the Law). A change, once implemented, is called a "**Variation**".
- 9.2 A Party may request a Variation by completing, signing and sending the Variation Form to the other Party. The requesting Party must give sufficient information for the receiving Party to assess the extent of the proposed Variation and any additional cost that may be incurred by it.
- 9.3 Subject to Clause 9.5, the receiving Party must respond to the request within the time limits specified in the Variation Form. The time limits shall be reasonable and ultimately at the discretion of the Client, having regard to the nature of the Services and the proposed Variation.
- 9.4 If either Party requests a Variation, the Client can ask the Agency to carry out an assessment of the effects of the proposed Variation (an **Impact Assessment**). The Impact Assessment must consider:
- the impact of the proposed Variation on the Services and Agency's ability to meet its other obligations under this Call-Off Contract (including in relation to other Statements of Work);
 - the initial cost of implementing the proposed Variation and any ongoing costs post-implementation;
 - any increase or decrease in the Contract Charges, any alteration in the resources or expenditure required by either Party and any alteration to the working practices of either Party;
 - a timetable for the implementation, together with any proposals for the testing of the Variation; and
 - any other information the Client reasonably asks for in response to the Variation request.

- 9.5 The Parties may agree to adjust the time limits specified in the Variation Form so the Impact Assessment can be carried out.
- 9.6 If the Parties agree the Variation, the Agency will implement it, and the Parties will be bound by it as if it was part of this Call-Off Contract.
- 9.7 Until a Variation is agreed, the Agency must continue to perform and be paid for the Services as originally agreed.
- 9.8 Subject to Clauses 9.9 and 23 the Client can ask the Agency to suspend or cancel any Project or Statement of Work, or any part of a Project, including any plans, schedules or work in progress at any time, regardless of whether a Variation has been requested. Any request shall be made by an Authorised Client Approver in writing. The Agency will take all reasonable steps to comply with any such request.
- 9.9 In the event of any cancellation under Clause 9.8, the Client will pay the Agency all Contract Charges reasonably and properly incurred by the Agency during the Project Notice Period, provided that the Agency uses all reasonable endeavours to mitigate any charges or expenses.

10 Approvals and Authority

- 10.1 For the purposes of this Call-Off Contract, any reference to Client Approval means written approval in one of the following ways:
- the Client issuing a purchase order bearing the signature of an Authorised Client Approver, or
 - e-mail from the individual business e-mail address of an Authorised Client Approver, or
 - the signature of an Authorised Client Approver on the Agency's documentation
- 10.2 Any reference to Agency Approval means written approval in one of the following ways:
- e-mail from the individual business e-mail address of an Authorised Agency Approver, or
 - the signature of an Authorised Agency Approver on the Client's documentation
- 10.3 The Agency will seek the Client's prior Approval of:
- any estimates or quotations for any costs to be paid by the Client that are not agreed in a Statement of Work; and
 - any creative treatments, including but not limited to scripts, messaging, storyboards, copy, layouts, design, artwork, or proposed marketing activity
- 10.4 The Agency will seek the Client's prior Approval of any draft Deliverables. The Client's Approval will be the Agency's authority to proceed with the use of the relevant Deliverables.
- 10.5 If the Client does not approve of any matter requiring Approval, it must notify the Agency of its reasons for disapproval within 14 days of the Agency's request.
- 10.6 If the Client delays approving or notifying the Agency as to its disapproval, the Agency will not be liable for any resulting delays or adverse impact caused to the delivery of the Project.

11 Project Management

- 11.1 During the Term of this Call-Off Contract, the Agency will:
- keep the Client fully informed as to the progress and status of all Services and Deliverables, by preparing and submitting written reports at such intervals and in such format as is agreed by the Parties

- promptly inform the Client of any actual or anticipated problems relating to provision of the Deliverables
- 11.2 During the Term, the Parties' respective project managers will arrange and attend meetings to review the status and progress of the Services, Deliverables and the Project(s), and to seek to resolve any issues that have arisen. These meetings will be held at locations and intervals as agreed by the parties.
- 11.3 Unless otherwise agreed in the Statement of Work, the Agency will produce contact reports providing each Party with a written record of matters of substance discussed at meetings or in telephone conversations between the parties within 3 Working Days of such discussions. If the Client does not question any of the subject matter of a contact report within 7 Working Days of its receipt, it will be taken to be a correct record of the meeting or telephone conversation.

12 Fees and Invoicing

- 12.1 The Contract Charges for the Services will be the full and exclusive remuneration of the Agency for supplying the Services. Unless expressly agreed in writing by the Client in the Statements of Work, the Contract Charges will include every cost and expense of the Agency directly or indirectly incurred in connection with the performance of the Services.
- 12.2 All amounts stated are exclusive of VAT which will be charged at the prevailing rate. The Client shall, following the receipt of a valid VAT invoice, pay to the Agency a sum equal to the VAT chargeable in respect of the Services.
- 12.3 The Agency will invoice the Client in accordance with the payment profile agreed in the Statements of Work. Each invoice will include all supporting information required by the Client to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 12.4 Unless otherwise agreed in a Statement of Work the Client will pay the Agency the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Client may, without prejudice to any other rights and remedies under this Call-Off Contract, withhold or reduce payments in the event of a Default by the Agency.
- 12.5 If the Client does not pay an undisputed amount properly invoiced by the due date, the Agency has the right to charge interest on the overdue amount at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 12.6 If at any time during the Term the Agency reduces its Framework Prices for Services provided in accordance with the terms of the Framework Agreement, the Agency shall immediately reduce the Contract Charges for the Services under this Call-Off Contract by the same amount. This obligation applies whether or not the Services are offered in a catalogue provided under the Framework Agreement.
- 12.7 The Client is entitled to deduct from any sum due any money that the Agency owes the Client. This includes any sum which the Agency is liable to pay to the Client in respect of breach of this Call-Off Contract. In these circumstances, the Agency may not assert any credit, set-off or counterclaim against the Client.
- 12.8 The Agency will indemnify the Client on a continuing basis against any liability (to include any interest, penalties or costs incurred, levied, demanded or assessed) on the Client at any time in respect of the Agency's failure to account for or to pay any VAT on payments made to the Agency under this Call-Off Contract. Any amounts due under Clause 12.2 will be paid by the Agency to the Client not less than 5 Working Days before the date upon which the tax or other liability is payable by the Client.

- 12.9 If there is a dispute between the Parties about an amount invoiced, the Client will pay the undisputed amount by the due date. The Agency will not suspend the supply of the Services in any Project, unless the Agency is entitled to terminate that Project for a failure to pay undisputed sums in accordance with Clause 23.8.

13 Third Party Agencies: Assignment and Sub-Contracting

Assignment and Sub-Contracting

- 13.1 Other than where a Sub-Contractor is agreed in the Letter of Appointment or a Statement of Work, the Agency will not, without the prior Approval of the Client, assign, sub-contract, novate or in any way dispose of the benefit or the burden of this Call-Off Contract or any part of it.
- 13.2 In requesting Approval to sub-contract, the Agency will:
- (a) use reasonable care and skill in the selection of proposed Sub-Contractors;
 - (b) if the Client requests, the Agency will obtain more than one quote for a particular sub-contracted service; and
 - (c) provide the Client with a business case for sub-contracting all or part of the Services, identifying why it is advantageous for the Agency to sub-contract to its proposed sub-contractor. The Client may reject the Agency's request to appoint a proposed sub-contractor if it considers the proposed sub-contractor does not provide value for money.
- 13.3 If the Client consents to the Agency's proposed sub-contractor, it shall be a Sub-Contractor as the term is defined in Schedule 1 (Definitions).
- 13.4 In granting consent to any assignment, novation sub-contracting or disposal, the Client may set additional terms and conditions it considers necessary.
- 13.5 The Agency shall ensure that its Sub-Contractor does not further sub-contract all or part of the Services or Deliverables.
- 13.6 Any contracts the Agency enters into with third party suppliers for Services and Deliverables ("**Sub-Contracts**") must be on terms that are in line with the Agency's standard contractual terms and conditions, must not permit further sub-contracting, and must not conflict with the terms of this Call-Off Contract.
- 13.7 Provided that the Agency has notified the Client of any significant restrictions or contract terms contained in any Sub-Contracts, the Client hereby acknowledges that:
- its right to use or otherwise benefit from any Services or Deliverables acquired under Sub-Contracts will be as set out in the Sub-Contracts; and
 - it will be responsible for any reasonable and proper charges or liabilities (including cancellation payments) that the Agency is directly liable for under Sub-Contracts only to the extent that that these are caused by an act or omission of the Client or its Affiliates
- 13.8 The Agency will promptly provide the Client with a copy of any Sub-Contract if requested to do so.
- 13.9 The Agency will be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 13.10 The Agency will obtain the Client's Approval before commissioning services from any Agency Affiliate.

Supply Chain Protection

- 13.11 The Agency will ensure that all Sub-Contracts contain provisions:
- (a) requiring the Agency to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding 30 days from the receipt of a Valid Invoice;

- (b) requiring the Agency to verify any invoices submitted by a Sub-Contractor in a timely manner;
- (c) giving the Client the right to publish the Agency's compliance with its obligation to pay undisputed invoices to the Sub-Contractor within the specified payment period;
- (d) giving the Agency a right to terminate the Sub-Contract if the Sub-Contractor fails to comply with legal obligations in the fields of environmental, social or labour law; and
- (e) requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards provisions to the same effect as those required by this Clause 13.11.

14 Discounts and Rebates

- 14.1 The Agency will disclose to the Client any commission, discount or rebate earned by the Agency arising in respect of third party costs directly related to the Projects. The Client will receive the full benefit of such commission, discount or rebate.

15 Confidentiality, Transparency and Freedom of Information

Confidentiality

- 15.1 For the purposes of the Clauses 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**".
- 15.2 Unless a Recipient has express permission to disclose Confidential Information, it must:
- treat the Disclosing Party's Confidential Information as confidential and store it securely
 - not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Call-Off Contract or with the owner's prior written consent
 - use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Call-Off Contract, and
 - immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information
- 15.3 The Recipient is entitled to disclose Confidential Information if:
- It is required to so by Law (though in such cases, Clause 15.15 (Freedom of Information) applies to disclosures required under the FOIA or the EIRs)
 - the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against the Client regarding this Call-Off Contract
 - (ii) the examination and certification of the Client'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
 - (iii) a Central Government Body review in respect of this Call-Off Contract or
 - 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.
- 15.4 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 may advise the Disclosing Party of what Law or regulatory body requires such disclosure and what Confidential Information it will be required to disclose.

- 15.5 Subject to Clauses 15.3 and 15.4, the Agency may disclose Confidential Information, on a confidential basis, to:
- Agency personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance under this Call-Off Contract, and
 - its professional advisers for the purposes of obtaining advice in relation to this Call-Off Contract.
- 15.6 Where the Agency discloses Confidential Information in such circumstances, it remains responsible for ensuring the persons to whom the information was disclosed comply with the confidentiality obligations set out in this Call-Off Contract.
- 15.7 The Client may disclose the Confidential Information of the Agency:
- to any Central Government Body, on the basis that the information may only be further disclosed to Central Government Bodies
 - to Parliament, including any Parliamentary committees, or if required by any British Parliamentary reporting requirement
 - if disclosure is necessary or appropriate in the course of carrying out its public functions
 - on a confidential basis to a professional adviser, consultant, supplier or other person engaged by a Central Government Body or Contracting Body (including any benchmarking organisation) for any purpose relating to or connected with this Call-Off Contract
 - on a confidential basis for the purpose of the exercise of its rights under this Call-Off Contract, or
 - to a proposed successor in title (transferee, assignee or novatee) to the Client.
- 15.8 Any references to disclosure on a confidential basis means disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Client under this Clause 0.
- 15.9 Nothing in this Clause 0 will prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Call-Off Contract 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.
- 15.10 If the Agency fails to comply with this Clause 0, the Client can terminate this Call-Off Contract.

Transparency

- 15.11 Except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Call-Off Contract (and any Transparency Reports submitted by the Agency under it) is not Confidential Information. This will be made available in accordance with the procurement policy note 13/15 www.gov.uk/government/uploads/system/uploads/attachment_data/file/458554/Procurement_Policy_Note_13_15.pdf and the Transparency Principles referred to therein.
- 15.12 The Client will determine whether any of the content of this Call-Off Contract is exempt from disclosure in accordance with the provisions of the FOIA. The Client may consult with the Agency to inform its decision regarding any redactions but will have absolute discretion over the final decision.
- 15.13 Notwithstanding any other provision of this Call-Off Contract, the Agency consents to the Client publishing this Call-Off Contract in its entirety (including any agreed changes). Any information which is exempt from disclosure in accordance with the provisions of the FOIA will be redacted).

15.14 The Agency will cooperate with the Client to enable publication of this Call-Off Contract.

Freedom of Information

15.15 The Client is subject to the requirements of the FOIA and the EIRs. The Agency will:

- provide all necessary assistance to the Client to enable it to comply with its Information disclosure obligations.
- send all Requests for Information it receives relating to this Call-Off Contract to the Client as soon as practicable and within a maximum of 2 Working Days from receipt.
- provide the Client with a copy of all Information belonging to the Client requested in the Request for Information which is in its possession or control in the form that the Client requires within 5 Working Days of the Client's request.

15.16 The Agency must not respond directly to a Request for Information without the Client's prior Approval.

15.17 The Client may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Agency. The Client will take reasonable steps to notify the Agency of a Request for Information where it is permissible and reasonably practical for it to do so. However, the Client will be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information are exempt from disclosure in accordance with the FOIA and/or the EIRs.

16 Agency Warranties

16.1 The Agency warrants that:

- (a) it has full capacity and authority to enter into this Call-Off Contract and that by doing so it will not be in breach of any obligation to a third party;
- (b) the personnel who perform the Services are competent and suitable do so;

16.2 The Agency undertakes that:

- (a) the use of the Deliverables by the Client in accordance with this Call-Off Contract and for the purposes set out in the Statement of Work will not infringe the IPR of any third party; and
- (b) as at the date they are delivered, the Deliverables of this Call-Off Contract may be used for the purposes set out in the Statement of Work and comply with all Advertising Regulations.

16.3 Subject to Clause 16.4, the Agency hereby indemnifies the Client against any Losses incurred by the Client as a result of breach by the Agency of its warranty and undertaking in Clauses 16 and 16.2.

16.4 The Agency shall not be liable for any breach by the Agency of its warranty or undertaking in Clauses 16 and 16.2 where the Agency had previously notified the Client of the specific risk in writing, the Client has confirmed it understands the risk and Approved the use of such Deliverables

17 Client Warranties

17.1 The Client warrants that:

- (a) it has full capacity and authority to enter into this Call-Off Contract and that by doing so it will not be in breach of any obligation to a third party;
- (b) the Client Materials will not, when used in accordance with this Call-Off Contract and any written instructions given by the Client, infringe third party IPR; and

- (c) to the best of its knowledge and belief, the Client Materials are accurate and will comply with all applicable Laws.

18 Liability

- 18.1 Nothing in this Call-Off Contract will exclude or in any way limit either Party's liability for fraud, death or personal injury caused by its negligence.
- 18.2 The Agency does not limit its liability in respect of the indemnity in Clause 20.14 (IPR).
- 18.3 Subject always to Clauses 18, 18.2 and 18.4, the maximum amount the Agency can be liable for in respect of all Defaults shall in no event exceed:
- (a) in relation to any Defaults occurring from the Effective Date to the end of the first Contract Year, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract Charges estimated by the Client for the first Contract Year;
 - (b) in relation to any Defaults occurring in each subsequent Contract Year that commences during the remainder of the Term, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract Charges payable to the Agency under this Call-Off Contract in the previous Contract Year; and
 - (c) in relation to any Defaults occurring in each Contract Year that commences after the end of the Initial Term, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract Charges payable to the Agency under this Call-Off Contract in the last Contract Year commencing during the Term;
- 18.4 Subject to Clause 18 and except for any claims arising under Clause 20.14, neither Party will be liable to the other in any situation for any:
- loss of profits
 - loss of goodwill or reputation
 - loss of revenue
 - loss of savings whether anticipated or otherwise; or
 - indirect or consequential loss or damage of any kind.
- 18.5 Without prejudice to its obligation to pay the undisputed Contract Charges as and when they fall due for payment, the Client's total aggregate liability in respect of all defaults, claims, losses or damages howsoever caused will in no event exceed the figure specified in the Letter of Appointment.

19 Insurance

- 19.1 The Agency will hold insurance policies to the value sufficient to meet its liabilities in connection with this Call-Off Contract (including any specific insurance requirements as are set out in the Statements of Work). The Agency will provide the Client with evidence that such insurance is in place at the Client's request.
- 19.2 The Agency will effect and maintain the policy or policies of insurance as stipulated in the Letter of Appointment.
- 19.3 If, for whatever reason, the Agency fails to comply with the provisions of this Clause 0 the Client may make alternative arrangements to protect its interests. If the Client does so, it may recover the premium and other costs of such arrangements as a debt due from the Agency.
- 19.4 Any insurance effected by the Agency will not relieve it of any liability under this Call-Off Contract. It is the Agency's responsibility to determine the amount of insurance cover that will be adequate to enable the Agency to satisfy any liability in relation to the performance of its obligations under this Call-Off Contract.

- 19.5 The Agency must ensure that the policies of insurance it holds pursuant to this Clause 0 are not cancelled, suspended or vitiated. The Agency will use all reasonable endeavours to notify the Client (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any circumstance whereby the relevant insurer could give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

20 Intellectual Property Rights

- 20.1 The Agency acknowledges that the Client retains ownership of Client Materials and all Intellectual Property Rights in them. This includes any modifications or adaptations of Client Materials produced by the Agency in the course of providing the Services and Deliverables. The Client hereby grants to the Agency a non-exclusive licence to use the Client Materials during the applicable Project Term solely for the purposes of providing the Services and Deliverables.
- 20.2 The Agency hereby:
- 20.3 assigns to the Client all of the Intellectual Property Rights other than copyright and database rights in the Agency Materials which are capable of being assigned, together with the right to sue for past infringement of such Intellectual Property Rights in the Agency Materials; and
- 20.4 assigns to the Crown all of the copyright and database rights in the Agency Materials which are capable of being assigned, together with the right to sue for past infringement of such copyright and database rights in the Agency Materials.
- 20.5 All Intellectual Property Rights in the Agency Proprietary Materials remain the property of the Agency. The Agency grants to the Client a non-exclusive, royalty-free licence to use any Agency Proprietary Materials as are included in the Deliverables, in the Territory, for the period of time and for the purposes set out in the Statement of Work.
- 20.6 Prior to delivery of the Deliverables to the Client, the Agency will obtain all licences or consents in respect of Third Party Materials that are required so the Client can use these Third Party Materials for the purposes set out in the Statement of Work. The Agency will notify the Client of any restrictions on usage and any other contractual restrictions arising in respect of such Third Party Materials and the Client shall comply with such restrictions as are notified to it by the Agency.
- 20.7 The Agency agrees:
- at the Client's request and expense, to take all such actions and execute all such documents as are necessary (in the Client's reasonable opinion) to enable the Client to obtain, defend or enforce its rights in the Agency Materials and Deliverables; and
 - neither to do nor fail to do any act which would or might prejudice the Client's rights under this Clause 0.
- 20.8 To the extent permitted by law, the Agency shall ensure that all Moral Rights in the Agency Materials are waived. Where it is not lawfully possible to waive Moral Rights, the Agency agrees not to assert any Moral Rights in respect of the Agency Materials.
- 20.9 The Agency will use its reasonable endeavours to ensure that all Moral Rights in Third Party Materials are waived. Where it is not lawfully possible to waive Moral Rights, the Agency will work with the owner or creator of the Third Party Materials to procure that Moral Rights are not asserted in respect of Third Party Materials). If the Agency cannot obtain such waiver of (or agreement not to assert) such Moral Rights in respect of any Third Party Materials, the Agency will notify the Client and will obtain the Client's Approval prior to incorporating such Third Party Materials into the Deliverables
- 20.10 Subject to obtaining the Approval of the Client, the Agency will be able during and after the Term to use any Deliverables which have been broadcast, published, distributed or otherwise

made available to the public, and the Client's name and logo for the purposes of promoting its work and its business including on the Agency's website, in credentials pitches and in its showreel.

- 20.11 During the Term, if the Agency is asked to take part in a competitive pitch or other similar process for the Client, then notwithstanding any of the previous provisions of this Clause 0, the Agency will retain ownership of all Intellectual Property Rights in any Materials forming part of the pitch process. If the Agency is successful in such pitch and the Parties agree that such Materials will be used in a Project the Agency will assign all such Intellectual Property Rights to the Client.
- 20.12 The Agency is not liable in connection with this Call-Off Contract for any modifications, adaptations or amendments to any Deliverables made by the Client or by a third party on the Client's behalf after the Agency has handed them over. The Agency is also not liable if any fault, error, destruction or other degradation in the quality and/or quantity of the Deliverables arises due to the acts or omissions of the Client or its Associates.
- 20.13 The terms of and obligations imposed by this Clause 0 continue after the termination of this Call-Off Contract.
- 20.14 The Agency will indemnify the Client in full against all costs, expenses, damages and losses (whether direct or indirect in connection with any claim made against the Client for actual or alleged infringement of a third party's intellectual property rights in connection with the supply or use of the Services, if the claim is attributable to the acts or omission of the Agency or any of its Associates. This indemnity extends to any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Client.

21 Audit

- 21.1 The Agency will keep and maintain full and accurate records and accounts of the operation of this Call-Off Contract, the Services provided under it, any Sub-Contracts and the amounts paid by the Client for at least 7 years after the Expiry Date or New Expiry Date, or such longer period as the Parties agree.
- 21.2 The Agency will:
- (a) keep the records and accounts referred to in Clause 21 in accordance with Good Industry Practice and Law, and
- (b) afford any Auditor access to the records and accounts referred to in Clause 21 at the Agency's premises and/or provide records and accounts (including copies of the Agency's published accounts) or copies of the same to Auditors throughout the Term and the period specified in Clause 21. This is so the Auditor(s) can assess compliance by the Agency and/or its Sub-Contractors with the Agency's obligations under this Call-Off Contract, and in particular to:
- verify the accuracy of the Contract Charges and any other amounts payable by the Client under this Call-Off Contract (and proposed or actual variations to them in accordance with this Call-Off Contract);
 - verify the costs of the Agency (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Services;
 - verify the Agency's and each Sub-Contractor's compliance with the applicable Laws;
 - identify or investigate an actual or suspected act of fraud or bribery, impropriety or accounting mistakes or any breach or threatened breach of security. In these circumstances, the Client is not obliged to inform the Agency of the purpose or objective of its investigations;
 - identify or investigate any circumstances which may impact upon the financial stability of the Agency or any Sub-Contractors or their ability to perform the Services;

- obtain such information as is necessary to fulfil the Client's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes, including the supply of information to the Comptroller and Auditor General;
 - review any books of account and the internal contract management accounts kept by the Agency in connection with this Call-Off Contract;
 - carry out the Client's internal and statutory audits and to prepare, examine and/or certify the Client's annual and interim reports and accounts
 - enable the National Audit Office to carry out an examination under Section 6(1) of the National Audit Act 1983;
 - review any records relating to the Agency's performance of the provision of the Services and to verify that these reflect the Agency's own internal reports and records;
 - verify the accuracy and completeness of any information delivered or required by this Call-Off Contract;
 - inspect the Client Materials, including the Client's IPRs, equipment and facilities, for the purposes of ensuring that the Client Materials are secure; and
 - review the integrity, confidentiality and security of any Client data.
- 21.3 The Client will use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Agency or delay the provision of the Services (although the Agency accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of the Client.)
- 21.4 Subject to the Agency's rights in respect of Confidential Information, the Agency will, on demand, provide the Auditor(s) with all reasonable co-operation and assistance in providing:
- all reasonable information requested by the Client within the scope of the audit;
 - reasonable access to sites controlled by the Agency and to any equipment used in the provision of the Services; and
 - access to the Agency personnel.
- 21.5 The Parties agree that they will bear their own respective costs and expenses incurred during any Audit, unless the Audit reveals a default by the Agency, whereby the Agency will reimburse the Client for the Client's reasonable costs incurred in relation to the Audit.
- 21.6 If an Audit reveals that the Client has been overcharged, the Agency will reimburse to the Client the amount of the overcharge within 30 days. If an Audit reveals the Agency has been underpaid, the Client shall pay to the Agency the amount of the underpayment within 30 days.

22 Advertising Standards

- 22.1 Both parties acknowledge that they have a responsibility to comply with all relevant Advertising Regulations.
- 22.2 The parties will co-operate with each other to ensure satisfaction of the requirements of any applicable Advertising Regulation.

23 Termination

Client Rights to Terminate

- 23.1 The Client may, by giving not less than 3 month's written notice to the Agency, terminate this Call-Off Contract without cause.

- 23.2 The Client may terminate or cancel a Project at any time subject to Clause 0 and payment of all Contract Charges specifically set out at Clause 0.9.
- 23.3 The Client may terminate this Call-Off Contract or a Project by written notice to the Agency with immediate effect if the Agency:
- commits a material Default which cannot be remedied;
 - repeatedly breaches any of the terms and conditions of this Call-Off Contract in such a manner as to indicate that it does not have the intention or ability to adhere to the terms and conditions;
 - commits a Default, including a material Default, which in the opinion of the Client is remediable but has not remedied such Default to the satisfaction of the Client within 30 days of receiving notice specifying the Default and requiring it to be remedied or in accordance with the Rectification Plan Process;
 - breaches any of the provisions of Clauses 6 (Agency: Other Appointments), 0 (Approvals and Authority), 0 (Confidentiality, Transparency and Freedom of Information), and 0 (Prevention of Fraud and Bribery);
 - is subject to an Insolvency Event; or
 - fails to comply with legal obligations.
- 23.4 The Agency must notify the Client as soon as practicable of any Change of Control or any potential Change of Control.
- 23.5 The Client may terminate this Call-Off Contract with immediate effect by written notice to the Agency within 6 Months of:
- (a) being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or
- (b) where no notification has been made, the date that the Client becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,
- but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.
- 23.6 The Client may terminate this Call-Off Contract or a Project by giving the Agency at least 14 days' notice if:
- (a) the Framework Agreement is terminated for any reason;
- (b) the Parties fail to agree a Variation under Clause 0; or
- (c) the Agency fails to implement an agreed Variation.
- 23.7 Where this Call-Off Contract is conditional upon the Agency procuring a Guarantee pursuant to Clause 0 (Call Off Guarantee), the Client may terminate this Call Off Contract by issuing a notice of termination Notice to the Agency where:
- (a) the Guarantor withdraws the Guarantee for any reason;
- (b) the Guarantor is in breach or anticipatory breach of the Guarantee;
- (c) an Insolvency Event occurs in respect of the Guarantor; or
- (d) the Guarantee becomes invalid or unenforceable for any reason whatsoever,
- (e) and in each case the Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Client; or
- (f) the Agency fails to provide the documentation required by Clause 3 by the date so specified by the Client.

Agency Rights to Terminate

23.8 The Agency may terminate a Project and any Statement of Work in respect of that Project by written notice to the Client if:

- (a) the Client has not paid any undisputed amounts falling due under that Project, and
- (b) the undisputed sum due remains outstanding for 40 Working Days after the Client has received a written notice of non-payment from the Agency specifying:
 - the Client's failure to pay;
 - the correct overdue and undisputed sum;
 - the reasons why the undisputed sum is due; and
 - the requirement on the Client to remedy the failure to pay

This right of termination does not apply where the failure to pay is due to the Client exercising its rights under this Call-Off Contract (including the right to set off under Clause 0).

24 Consequences of Termination

24.1 Termination of a Project (and any Statement of Work in respect of that Project) in accordance with the terms of this Call-Off Contract by either Party shall not serve to terminate this Call-Off Contract, which will continue in full force and effect.

24.2 If this Call-Off Contract is terminated, all ongoing and outstanding Projects (and any Statements of Work in respect of those Projects) will also terminate on the same date as this Call-Off Contract.

24.3 Upon termination of this Call-Off Contract or a Project for any reason:

- the Expiry Date or New Expiry Date shall be the date this Call-Off Contract terminates;
- the Client will pay the Agency all Contract Charges falling properly due and payable to the Agency prior to the date of termination (in accordance with Clause 0 where relevant);
- each Party will, following a reasonable request by the other Party, promptly deliver or dispose of any and all materials and property belonging or relating to the other Party (including all Confidential Information) and all copies of the same, which are then in its possession, custody or control and which relate to all affected Projects. On the request of the other Party, each will certify in writing that the same has been done; and
- the agency and its staff will vacate any premises of the Client occupied for any purpose of providing the Services or Deliverables.

24.4 Any provisions of this Call-Off Contract which are to continue after termination will remain in full force and effect after this Call-Off Contract is terminated. Such provisions may include (but are not limited to):

- (a) Clause 0 (Confidentiality)
- (b) Clause 0 (Agency warranties)
- (c) Clause 0 (Client warranties)
- (d) Clause 0 (Liability)
- (e) Clause 0 (Insurance)
- (f) Clause 0 (Intellectual Property Rights)
- (g) Clause 0 (Audit)
- (h) Clause 0 (Consequences of Termination)
- (i) Clause 0 (Notices)

- (j) Clause **Error! Reference source not found.** (Staff Transfer)
- (k) Clause 0 (General) and
- (l) Clause 0 (Governing law and jurisdiction)

25 Force Majeure

- 25.1 Neither Party will have any liability under or be in breach of this Call-Off Contract for any delays or failures in performance which result from circumstances beyond the reasonable control of the Party seeking to claim relief (a **Force Majeure Event** and the **Affected Party**).
- 25.2 Following a Force Majeure Event, the Affected Party must promptly notify the other Party in writing, both when the event causes a delay or failure in performance, and when the event has ended. If a Force Majeure Event continues for 60 consecutive 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.
- 25.3 If a Force Majeure event occurs, the Parties will use all reasonable endeavours to prevent and mitigate the impact, and continue to perform their obligations under this Call-Off Contract as far as is possible. Where the Agency is the Affected Party, it will take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

26 Notices

26.1 Any notices sent under this Call-Off Contract must be in writing and sent by hand, by post or by email. The table below sets out deemed time of delivery and proof of service for each.

Notice delivered	Deemed time of delivery	Proof of service
In person	At the time of delivery	Proof that delivery was made (e.g. a signature is obtained)
By first class post, special delivery or other recorded delivery	2 Working Days from the date of posting	Proof that the envelope was addressed and delivered into the custody of the postal authorities
Email	09:00 hours on the first Working Day after sending	Dispatched in an emailed pdf to the correct email address without any error message

26.2 The address and email address of each Party will be:

(a) Agency: The Battleship Building, 179 Harrow Road, London, W2 6NB;
[REDACTED]

(b) Client: Windsor House, 50 Victoria Street, London, SW1H 0TL;
[REDACTED]

26.3 For the purpose of this Clause and calculating receipt all references to time are to local time in the place of receipt.

27 Staff Transfer

- 27.1 The Parties agree that
- (a) if providing the Services means staff must be transferred from the Client to the Agency, where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Schedule 3 (Staff Transfer) will apply as follows:
- (i) where the Relevant Transfer involves the transfer of Transferring Client Employees, Part A of Schedule 3 (Staff Transfer) will apply
 - (ii) where the Relevant Transfer involves the transfer of Transferring Former Agency Employees, Part B of Schedule 3 (Staff Transfer) will apply
 - (iii) where the Relevant Transfer involves the transfer of Transferring Client Employees and Transferring Former Agency Employees, Parts A and B of Schedule 3 (Staff Transfer) will apply, and
 - (iv) Part C of Schedule 3 (Staff Transfer) will not apply
- 27.2 Where providing the Services does not result in a Relevant Transfer, Part C of Schedule 3 (Staff Transfer) will apply and Parts A and B of Schedule 3 (Staff Transfer) shall not apply; and
- 27.3 Part D of Schedule 3 (Staff Transfer) will apply on the expiry or termination of the Services or any part of the Services.
- 27.4 Both during and after the Term, the Agency will indemnify the Client against all Employee Liabilities that may arise as a result of any claims brought against the Client due to any act or omission of the Agency or any Agency personnel.

28 Third Party Rights

- 28.1 Except for CCS and the persons that the provisions of Schedule 3 of this Call-Off Contract confer benefits on, a person who is not a Party to this Call-Off Contract has no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

29 Data Protection, Security and Publicity

- 29.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, 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 8 (Authorised Processing Template) by the Client and may not be determined by the Agency.
- 29.2 The Agency shall notify the Client immediately if it considers that any of the Client instructions infringe the Data Protection Legislation.
- 29.3 The Agency shall provide all reasonable assistance to the Client in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Client, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (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.

- 29.4 The Agency shall, in relation to any Personal Data processed in connection with its obligations under this Call Off Contract:
- (a) process that Personal Data only in accordance with Schedule 8 (Authorised Processing Template), unless the Agency is required to do otherwise by Law. If it is so required the Agency shall promptly notify the Client before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which have been reviewed and approved by the Client as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Agency Personnel do not process Personal Data except in accordance with this Call Off Contract (and in particular Schedule 8 (Authorised Processing Template));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Agency Personnel who have access to the Personal Data and ensure that they:
 - (iii) are aware of and comply with the Agency's duties under this Clause;
 - (iv) are subject to appropriate confidentiality undertakings with the Agency or any Sub-processor;
 - (v) 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 Client or as otherwise permitted by this Call Off Contract; and
 - (vi) 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 Client has been obtained and the following conditions are fulfilled:
 - (i) the Client or the Agency has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Client;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) 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 (or, if it is not so bound, uses its best endeavours to assist the Client in meeting its obligations); and
 - (iv) the Agency complies with any reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
 - (e) at the written direction of the Client, delete or return Personal Data (and any copies of it) to the Client on termination of the Call Off Contract unless the Agency is required by Law to retain the Personal Data.
- 29.5 Subject to Clause 29.7, the Agency shall notify the Client immediately if 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 this Call Off 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 Data Loss Event.
- 29.6 The Agency's obligation to notify under Clause 29.5 shall include the provision of further information to the Client in phases, as details become available.
- 29.7 Taking into account the nature of the processing, the Agency shall provide 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 29.5 (and insofar as possible within the timescales reasonably required by the Client) including by promptly providing:
- (a) the Client with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Client to enable the Client to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Client, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Client following any Data Loss Event;
 - (e) assistance as requested by the Client with respect to any request from the Information Commissioner's Office, or any consultation by the Client with the Information Commissioner's Office.
- 29.8 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:
- (a) the Client determines that the processing is not occasional;
 - (b) 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
 - (c) the Client determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 29.9 The Agency shall allow for audits of its Data Processing activity by the Client or the Client designated auditor.
- 29.10 The Agency shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 29.11 Before allowing any Sub-processor to process any Personal Data related to this Call Off Contract, the Agency must:
- (a) notify the Client in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Client;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Clause 29.11 such that they apply to the Sub-processor; and
 - (d) provide the with such information regarding the Sub-processor as the Client may reasonably require.
- 29.12 The Agency shall remain fully liable for all acts or omissions of any Sub-processor.
- 29.13 The Agency 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 Call Off Contract).

29.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Client may on not less than 30 Working Days' notice to the Agency amend this Call Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Publicity and Branding

29.15 The Agency may not make any press announcements or publicise this Call-Off Contract or use the Client's name or brand in any promotion or marketing or announcement of orders without Approval from the Client.

29.16 The Agency will seek the Client's prior Approval before marketing their involvement in any Deliverable or draft Deliverable or entering into any industry awards or competition which will involve the disclosure of all or any part of any Deliverable or draft Deliverable.

30 Retention and Set Off

30.1 If the Agency owes the Client any money, the Client may retain or set off this money against any amount owed to the Agency under this Call-Off Contract or any other agreement between the Agency and the Client. In order to exercise this right, the Client will, within 30 days of receipt of the relevant invoice, notify the Agency of its reasons for retaining or setting off the relevant Contract Charges.

30.2 The Agency will make any payments due to the Client without any deduction. Deductions, whether by way of set-off, counterclaim, discount, abatement or otherwise, are not permitted unless the Agency has obtained a sealed court order requiring an amount equal to such deduction to be paid by the Client.

31 Income Tax and National Insurance Contributions

31.1 Where the Agency or any Agency personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Call-Off Contract, the Agency will:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, and
- (b) indemnify the Client against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Agency or any Agency Personnel.

31.2 If any of the Agency Personnel is a Worker as defined in Call-Off Schedule 1 (Definitions) who receives consideration relating to the Services, then, in addition to its obligations under Clause 31, the Agency must ensure that its contract with the Worker contains the following requirements:

- (a) that the Client may, at any time during the Term, request that the Worker provides information to demonstrate how the Worker complies with the requirements of Clause 31, or why those requirements do not apply to it. In such case, the Client may specify the information which the Worker must provide and the period within which that information must be provided
- (b) that the Worker's contract may be terminated at the Client's request if:
 - (i) the Worker fails to provide the information requested by the Client within the time specified by the Client under Clause 31.2(a). and/or
 - (ii) the Worker provides information which the Client considers is inadequate to demonstrate how the Worker complies with Clause 31.2(a), or confirms that the Worker is not complying with those requirements

- (c) that the Client may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

32 Prevention of Fraud and Bribery

- 32.1 The Agency represents and warrants that neither it, nor to the best of its knowledge any of its staff or Sub-Contractors, have at any time prior to the Effective Date:
- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; or
 - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 32.2 The Agency must not:
- (a) commit a Prohibited Act; or
 - (b) do or suffer anything to be done which would cause the Client or any of the Client's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 32.3 The Agency shall during the Term:
- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
 - (b) keep appropriate records of its compliance with its obligations under 32.3 (a) and make such records available to the Client on request;
 - (c) if so required by the Client, within 20 Working Days of the Effective Date, and annually thereafter, certify to the Client in writing that the Agency and all persons associated with it or its Sub-Contractors or other persons who are supplying the Services in connection with this Call-Off Contract are compliant with the Relevant Requirements. The Agency shall provide such supporting evidence of compliance as the Client may reasonably request; and
- 32.4 have, maintain and (where appropriate) enforce an anti-bribery policy to prevent it and any Agency staff or Sub-Contractors or any person acting on the Agency's behalf from committing a Prohibited Act. This anti-bribery policy must be disclosed to the Client on request.
- 32.5 The Agency shall immediately notify the Client in writing if it becomes aware of any breach of Clause 32, or has reason to believe that it has or any of the Agency staff or Sub-Contractors have:
- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act;
 - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Call-Off Contract; or
 - (d) otherwise suspects that any person or Party directly or indirectly connected with this Call-Off Contract has committed or attempted to commit a Prohibited Act.
- 32.6 If the Agency makes a notification to the Client under to Clause 32.5, the Agency shall respond promptly to the Client's enquiries, co-operate with any investigation, and allow the Client to audit any books, records and/or any other relevant documentation in accordance with Clause 0 (Audit).
- 32.7 If the Agency breaches Clause 32.5, the Client may by notice:

- (a) require the Agency to remove any Agency Personnel whose acts or omissions have caused the Agency's breach from any Project; or
 - (b) immediately terminate this Call-Off Contract for material Default.
- 32.8 Any notice served by the Client under Clause 32.5 shall set out:
- the nature of the Prohibited Act;
 - the identity of the Party who the Client believes has committed the Prohibited Act;
 - the action that the Client has elected to take; and
 - if relevant, the date on which this Call-Off Contract shall terminate.

33 General

- 33.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under this Call-Off Contract, and that this Call-Off Contract is executed by its duly authorised representative.
- 33.2 This Call-Off Contract contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Call-Off Contract on the basis of any representation that is not expressly incorporated into this Call-Off Contract.
- 33.3 Nothing in this Clause excludes liability for fraud or fraudulent misrepresentation.
- 33.4 Any entire or partial waiver or relaxation of any of the terms and conditions of this Call-Off Contract will be valid only if it is communicated to the other Party in writing, and expressly stated to be a waiver. A waiver of any right or remedy arising from a particular breach of this Call-Off Contract will not constitute a waiver of any right or remedy arising from any other breach of the same Call-Off Contract.
- 33.5 This Call-Off Contract does not constitute or imply any partnership, joint venture, agency, fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Call-Off Contract. Neither Party has, or has represented, any authority to make any commitments on the other Party's behalf.
- 33.6 Unless expressly stated in this Call-Off Contract, all remedies available to either Party for breach of this Call-Off Contract are cumulative and may be exercised concurrently or separately. The exercise of one remedy does not mean it has been selected to the exclusion of other remedies.
- 33.7 If any provision of this Call-Off Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Call-Off Contract. Any severance will not, so far as is possible, modify the remaining provisions. It will not in any way affect any other circumstances of or the validity or enforcement of this Call-Off Contract.

34 Dispute Resolution

- 34.1 The Parties shall resolve Disputes in accordance with the Dispute Resolution Procedure.
- 34.2 The Agency shall continue to provide the Services in accordance with the terms of this Call-Off Contract until a Dispute has been resolved.

35 Governing Law and Jurisdiction

- 35.1 This Agreement will be governed by the laws of England and Wales.

35.2 Each Party submits to the exclusive jurisdiction of the courts of England and Wales and agrees that all disputes shall be conducted within England and Wales.

Schedule 1

Definitions and Interpretation

1 Interpretation

1.1 In this Call-Off Contract, any references to numbered Clauses and schedules refer to those within this Call-Off Contract unless specifically stated otherwise. If there is any conflict between this Call-Off Contract, the Letter of Appointment, the provisions of the Framework Agreement and the Statements of Work(s), the conflict shall be resolved in accordance with the following order of precedence:

- (a) the Framework Agreement, except Framework Schedule 9 (Tender)
- (b) the Letter of Appointment (except the Agency Proposal)
- (c) the Call-Off Contract Terms
- (d) the Statement of Work
- (e) the Agency Proposal, and
- (f) Framework Schedule 9 (Tender)

1.2 The definitions and interpretations used in this Call-Off Contract are set out in this Schedule 1.

1.3 Definitions which are relevant and used only within a particular Clause or Schedule are defined in that Clause or Schedule.

1.4 Unless the context otherwise requires:

- words importing the singular meaning include where the context so admits the plural meaning and vice versa
- words importing the masculine include the feminine and the neuter and vice versa
- 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
- references to any person will include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind
- references to any statute, regulation or other similar instrument mean 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
- headings are included in this Call-Off Contract for ease of reference only and will not affect the interpretation or construction of this Call-Off Contract
- If a capitalised expression does not have an interpretation in Call-Off Schedule 1 (Definitions) or relevant Call-Off Schedule, it shall have the meaning given to it in the Framework Agreement. If no meaning is given to it in the Framework Agreement, it shall be interpreted in accordance with the relevant market sector/industry. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.5 In this Call-Off Contract, the following terms have the following meanings:

“Advertising Regulations”

Any present or future applicable code of practice or adjudication of the Committee of Advertising Practice, Broadcast Committee of Advertising Practice or the Advertising Standards Authority

(including any applicable modification, extension or replacement thereof), together with other UK laws, statutes and regulations which are directly applicable to the Services.

“Agency”

means Innovision Events Limited.

“Agency Affiliate”

Any company, partnership or other entity which at any time directly or indirectly controls, is controlled by or is under common control with the Agency, including as a subsidiary, parent or holding company.

“Agency Confidential Information”

Any information that the Agency gives 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 Materials”

Those Materials specifically created by any officers, employees, sub-contractors or freelancers of the Agency for the purposes of a Project, whether or not these materials are incorporated into Deliverables during the Term. (Includes any Materials adapted, modified or derived from the Client Materials).

“Agency Proprietary Materials”

Software (including all programming code in object and source code form), methodology, know-how and processes and Materials in relation to which the Intellectual Property Rights are owned by (or licensed to) the Agency and which:

- were in existence prior to the date on which it is intended to use them for a Project, or
- are created by or for the Agency outside of a Project and which are intended to be reused across its business

“Agency Proposal”

The Agency’s solution in response to the Client’s Brief, as set out in the Letter of Appointment.

“Approval”

Formal Approval from one Party to another, given in accordance with Clause 10 or 10.2.

“Associates”

A Party’s employees, officers, agents, sub-contractors or authorised representatives.

“Authorised Agency Approver”

Any personnel of the Agency who have the authority to contractually bind the Agency in all matters relating to this Call-Off Contract. They must be named in the applicable Statement of Work, and the Client must be notified if they change.

“Authorised Client Approver”

Any personnel of the Client who have the authority to contractually bind the Client in all matters relating to this Call-Off Contract. They must be named in the applicable Statement of Work, and the Agency must be notified if they change.

“Call-Off Contract”

This contract between the Client and the Agency (entered into under the provisions of the Framework Agreement), which consists of the terms set out in the Letter of Appointment, the Call Off Terms, the Schedules and any Statement of Work.

“Call Off Terms”

The terms and conditions set out in this Call-Off Contract including this Schedule 1 but not including any other Schedules or Statement of Work.

“Central Government Body”

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:

- Government Department;
- Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- Non-Ministerial Department; or
- Executive Agency

“Change of Control”

Change of Control has the same meaning as in section 416 of the Income and Corporation Taxes Act 1988.

“Client”

Means the Secretary of State for the Department for International Trade (DIT) acting as part of the Crown.

“Client Affiliates”

Any organisation associated with the Client that will directly receive the benefit of the Services. Client Affiliates must be named in a Statement of Work, or subsequently notified to the Agency.

“Client Brief”

The document containing the Client’s requirements issued as part of the Call Off Process set out in Section 3 of the Framework Agreement.

“Client Cause”

A situation where the Client does not fulfil its obligations in connection with this Call-Off Contract (including its payment obligations), and as a consequence the Agency is prevented from performing any of the agreed Services and/or providing any of the agreed Deliverables.

“Client Confidential Information”

All Client Data and any information that the Client or CCS gives to Agencies 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 conveyed, that is politically or security sensitive and/or relates to the Client’s business, affairs, developments, trade secrets, Know-How, personnel and suppliers.

“Client Data”

Data, text, drawings, diagrams, images or sounds (together with any database made up of any of these), including any Client's Confidential Information, supplied to the Agency by or on behalf of the Client, or which the Agency is required to generate, process, store or transmit in connection this Call-Off Contract, and any Personal Data for which the Client is the Data Controller.

"Client Materials"

Any Client Data, client equipment, computer systems, software, documents, copy, Intellectual Property Rights, artwork, logos and any other materials or information owned by or licensed to the Client which are provided to the Agency or its Associates by or on behalf of the Client.

"Confidential Information"

The Client's Confidential Information and/or the Agency Confidential Information.

"Contract Charges"

All charges payable by the Client for the Services provided under this Call-Off Contract calculated in accordance with Framework Schedule 3 (Charges Structure) and the Letter of Appointment including all Approved costs properly incurred by the Client including but not limited to all Expenses, disbursement, taxes, sub-contractor or third party costs, and fees.

"Contracting Body"

CCS, the Client and any other bodies listed in the OJEU Notice.

"Contract Year"

A consecutive 12-month period during the Term commencing on the Effective Date or each anniversary thereof.

"Controller"

Has the meaning given in the GDPR.

"Data Protection Legislation"

- the GDPR, the LED and any applicable national implementing Laws as amended from time to time;
- the DPA to the extent that it relates to processing of personal data and privacy;
- all applicable Law about the processing of personal data and privacy;

"Data Protection Officer"

Has the meaning given in the GDPR

"Data Subject"

Has the meaning given in the GDPR

"Data Subject Access Request"

Means 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"

Any breach of the obligations of the Agency (including but not limited failing to provide any Deliverables by any date set out in the applicable Statement of Work (or any other deadline agreed

by the Parties in writing), and abandonment of this Call-Off Contract in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Agency, of its Sub-Contractors or any of its staff howsoever arising in connection with or in relation to the subject-matter of this Call-Off Contract and in respect of which the Agency is liable to the Client

“Deliverables”

The advertising, creative and other materials which are to be provided by the Agency as specified in a Statement of Work.

“Dispute”

Any dispute, difference or question of interpretation arising out of or in connection with this Call-Off Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Variation Procedure or any matter where this Call-Off Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure.

“Dispute Resolution Procedure”

The dispute resolution procedure set out in Call-Off Schedule 4 (Dispute Resolution Procedure).

“DPA”

Means the Data Protection Act 2018 as amended from time to time;

“Effective Date”

The date this Call-Off Contract starts, as set out in the Letter of Appointment.

“EIRs”

The Environmental Information Regulations 2004 together with any guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations.

“Expenses”

Reasonable travelling, hotel, subsistence and other expenses incurred by the Agency in connection with the supply of Services and Deliverables, 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 Statement of Work.

“Expiry Date”

The date this Call-Off Contract ends, as set out in the Letter of Appointment.

“Extension Expiry Date”

The latest date this Call-Off Contract can end, as set out in the Letter of Appointment.

“Framework Agreement”

The framework agreement between Crown Commercial Services and the Agency reference number: RM3796 referred to in the Letter of Appointment.

“Framework Prices”

The maximum charges the Agency may charge as set out in Schedule 3 to the Framework Agreement.

“Force Majeure”

means:

- acts, events, omissions, happenings or non--happenings beyond the reasonable control of the affected Party
- riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare
- fire, flood, any disaster and any failure or shortage of power or fuel
- an industrial dispute affecting a third party for which a substitute third party is not reasonably available

but does not mean

- any industrial dispute relating to the Agency, its staff, or any other failure in the Agency's (or a subcontractor's) supply chain
- 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, and
- any failure of delay caused by a lack of funds

“FOIA”

The Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.

“Further Competition Procedure”

The process of a Client issuing a Brief and the Agency submitting a proposal in response to such Brief, as set out in Framework Clause 3.10.

“GDPR”

Means the General Data Protection Regulation (Regulation (EU) 2016/679).

“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.

“Guarantee”

A deed of guarantee that may be required under this Call Off Contract in favour of the Client in the form set out in Framework Schedule 9 (Guarantee) granted pursuant to Clause 0 (Call Off Guarantee).

“Guarantor”

The person, in the event that a Guarantee is required under this Call Off Contract, acceptable to the Client to give a Guarantee.

“Impact Assessment”

The assessment to be carried out by a Party requesting a Variation in accordance with Clause 9.4.

“Information”

The same meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time.

“Insolvency Event”

In respect of the Agency, where:

- a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986; or
- 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
- 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
- a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- 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
- it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- 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
- 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
- any event analogous to these listed in this definition occurs under the law of any other jurisdiction

"Intellectual Property Rights" or "IPRs"

The following rights, wherever in the world enforceable, or such similar rights, which have equivalent effect, including all reversions and renewals and all applications for registration:

- any patents or patent applications
- any trade marks (whether or not registered)
- inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration
- copyright or design rights (whether registered or unregistered)
- database rights
- performer's property rights as described in Part II of the Copyright Designs and Patents Act 1988 and any similar rights of performers anywhere in the world
- any goodwill in any trade or service name, trading style or get-up and
- any and all other intellectual or proprietary rights

"Key Individuals"

Individuals named by the Agency in the Letter or Appointment or Statement of Work as having a major responsibility for delivering the Services.

"Law"

Any law, subordinate legislation, bye-law, enforceable right, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Agency has to comply.

“LED”

Means the Law Enforcement Directive (Directive (EU) 2016/680)

“Letter of Appointment”

The Letter of Appointment, substantially in the form set out in Framework Schedule 4, signed by both Parties and dated on the Effective Date.

“Losses”

Any losses, damages, liabilities, claims, demands, actions, penalties, fines, awards, costs and expenses (including reasonable legal and other professional expenses) to either Party subject to Clause 18 and 18.3.

“Malicious Software”

Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

“Materials”

Any artwork, copy, models, designs, photographs, commercial, feature film, character, music, voice over, sound recording, performance, book, painting, logo, software, or any other material protected by Intellectual Property Rights.

“Moral Rights”

All rights described in Part I, Chapter IV of the Copyright Designs and Patents act 1988 and any similar rights of authors anywhere in the world.

“New Expiry Date”

Has the meaning given to it in Clause 2.3

“Personal Data”

Has the meaning given in the GDPR.

“Personal Data Breach”

Has the meaning given in the GDPR.

“Processor”

Has the meaning given in the GDPR.

“Prohibited Act”

means any of the following:

- to directly or indirectly offer, promise or give any person working for or engaged by the Client and/or CCS or any other public body a financial or other advantage to;
- induce that person to perform improperly a relevant function or activity; or
- reward that person for improper performance of a relevant function or activity;
- to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- committing any offence:

- under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
- under legislation or common law concerning fraudulent acts; or
- defrauding, attempting to defraud or conspiring to defraud the Client; or
- any activity, practice or conduct which would constitute one of the offences listed above if such activity, practice or conduct had been carried out in the UK;

“Project”

Any project(s) agreed between the Parties from time to time by which the Agency is to perform the Services which are the subject of this Call-Off Contract and supply Deliverables to the Client as more fully described in the applicable Statement of Work.

“Project Commencement Date”

The date a Project will start, as set out in the relevant Statement of Work.

“Project Completion Date”

The date by which a Project is to be completed, as set out in the relevant Statement of Work.

“Project Notice Period”

The period of notice for cancellation of a Project as set out in the Statement of Work.

“Project Term”

The period during which the Services for each Project will be provided as specified in the applicable Statement of Work.

“Purchase Order Number”

The order number set out in the Letter of Appointment.

“Rate Card”

The Agency’s rate card set out in Framework Schedule 3.

“Records”

The accounts and information maintained by the Agency related to the operation and delivery of this Call-Off Contract, including all expenditure which is reimbursable by the Client, as are necessary for the provision of management information and to enable the Client to conduct an audit as set out in Clause 0.

“Rectification Plan”

The rectification plan pursuant to the Rectification Plan Process.

“Rectification Plan Process”

The process set out in Clauses 5.8 to 5.14.

“Regulations”

Has the meaning given to it in Framework Schedule 1 (Definitions)

“Relevant Requirements”

All applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;

“Request for Information”

A request for information or an apparent request relating to this Call-Off Contract or the provision of the Services or an apparent request for such information under the FOIA or the EIRs.

“Schedule”

Any Schedule attached to this Call-Off Contract.

“Services”

The Services to be supplied by the Agency under this Call-Off Contract and in accordance with Framework Section 2, and as may be more particularly set out in the relevant Statement of Work. This includes the provision of Deliverables.

“Special Terms”

Any terms specifically designated as varying these Call Off Terms or the terms of any schedule, as set out in the applicable Statement of Work.

“Standards”

Any:

- standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Agency would reasonably and ordinarily be expected to comply with;
- standards detailed in the specification in Framework Section 2 (Services and Key Performance Indicators);
- standards detailed by the Client in the Letter of Appointment and any Statement of Work or agreed between the Parties from time to time;
- relevant Government codes of practice and guidance applicable from time to time.

“Statement of Work”

One or more documents (including the schedules attached) describing the relevant Project(s) as agreed and signed by the parties either as part of the Letter of Appointment or as a separate document under Clause 1.

“Sub-Contract”

A contract entered into between the Agency and a Sub-Contractor.

“Sub-Contractor”

Any person or agency appointed by the Agency to provide elements of the Services on behalf of the Agency to the Client.

“Tender”

The tender submitted by the Agency in response to the Invitation to Tender and set out at Framework Schedule 10 (Call Off Tender);

“Term”

The period from the Effective Date to the earlier of:

- (a) the Expiry Date or New Expiry Date; and
- (b) any date of termination

“Territory”

The United Kingdom, unless specified otherwise in the applicable Statement of Work. Publication and marketing on globally accessible mediums such as the internet shall not mean that the Territory is deemed to be worldwide.

“Third Party Materials”

Any Materials used in the Deliverables which are either commissioned by the Agency from third parties or which have already been created by a third party and the Agency proposes to use. Excludes software which is owned or licensed by a third party.

“Transparency Principles”

The principles set out at <https://www.gov.uk/government/publications/transparency-of-suppliers-and-government-to-the-public> (and as may be amended from time to time) detailing the requirement for the proactive release of information under the Government’s transparency commitment to publish contract information

“Transparency Reports”

The information relating to the Services and performance of this Call-Off Contract which the Agency is required to provide to the CCS in accordance with its reporting requirements.

“Variation”

A change in this Call-Off Contract that is formally agreed by both Parties, as detailed in Clause 10.2.

“Variation Form”

The template form to process and record variations to this Call-Off Contract as set out at Schedule 5.

“Worker”

Any Agency personnel to whom the Client considers Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) applies

See <https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees>

“Working Day”

Any day other than a Saturday, Sunday or public holiday in the UK.

Schedule 2

Statement of Work

This Statement of Work is issued under and in accordance with the Call-Off Contract entered into between the parties dated 29th April 2019.

Glossary

Unless the context otherwise requires, the following words and expressions used within this Schedule 2 shall have the following meanings (to be interpreted in the singular or plural as the context requires):

TERM	MEANING
“Data Hub”	Means DIT’s customer relationship management system. It is also the system that feeds the key reporting for DIT.
“Devolved Administrations”	means legislative authorities operating only within a defined part of the United Kingdom. Devolved Administrations have been created for Scotland, Northern Ireland and Wales.
“Dubai Expo 2020 Security Plan”	means the document that describes DIT’s plan to address security issues related to Expo 2020 Dubai, including security assessment and mitigation options. This includes security alert levels and response measures to security threats.
“Dubai Expo 2020 Security Strategy”	means the overarching document which outlines DIT’s major security concerns for Expo 2020 Dubai and outlines plans to deal with them.
“Event Brief”	means the document drawn up by the Event Producer containing the Client’s requirements for the event.
“Event Hub”	means DIT’s online event management system which is used for the promotion and delivery of all DIT events.
“Event Producer”	means the DIT staff who Account Manage all aspects of each individual DIT event.
“Events”	means activity that DIT undertakes to promote British trade and investment across the world.
“GREAT”	means the brand for the GREAT Britain Campaign. It is the Government’s most ambitious international marketing campaign ever and showcases the very best of what the whole nation has to offer in order to encourage the world to visit, study and do business with the UK
“Gulf Cooperation Council States (GCC)”	means the regional intergovernmental political and economic union consisting of all Arab states of the Persian Gulf except Iraq.
“HMG”	means Her Majesty’s Government
“Missions”	means international trips by government officials and business people as an organised group for the purpose of exploring international business opportunities.
“Non Governmental Organisation”	means a non-profit organisation independent of governments, organised on a local, national or international level.
“OGDs”	UK Government Departments and agencies
“Post”	means the DIT network of offices overseas which are responsible for supporting UK exports and investment across the world.

“Post Event Reports”	means the report written by the Agency after the event which demonstrates the event’s delivery against objectives, including successes, challenges and financial overview.
“Sectors”	means an area of the UK economy in which businesses share the same or a related product or service. It can also be thought of as an industry or market that shares common operating characteristics.
“Sector Networks”	means organised <i>networks</i> of UK sector organisations and individuals that share common goals and interests.
“Sector Specialists”	are private sector industry experts who work with DIT to support UK companies in exporting and inward investment.
“Tentpole”	means a central or pivotal moment in the calendar of events.
“Trade Associations”	means UK organisations founded and funded by businesses that operate in a specific industry. An industry trade association participates in public relations activities such as advertising, education, political donations, lobbying and publishing, but its focus is collaboration between companies.
“UK Expo Team”	The team within DIT that is delivering UK presence at Expo 2020
“VVIPs”	A very important person who is accorded special privileges due to their status or importance

Background to Expo 2020 Dubai

Expo 2020 Dubai takes place between 20 October 2020 and 10 April 2021, hosting over 190 nations alongside Non-Governmental Organisation’s (NGO’s) and sponsors. Expo 2020 Dubai will have the ‘world in one place’, with an expected footfall of 15 million unique visitors and 25 million visits. This includes members of the public, Government, business leaders and celebrities from multiple geographies attending across the six months. The overarching theme for Expo 2020 Dubai, ‘Connecting Minds, Creating the Future’, is about the power of partnership and collaboration to create a better world. The sub-themes of ‘opportunity’, ‘mobility’, and ‘sustainability’ reflect the timeless drivers of progress that continue to inspire people, organisations, and nations in their endeavours to create a better future.

The UK’s participation in Expo 2020 Dubai will be delivered through a one-HMG approach, led by the Department for International Trade (DIT), with support from the GREAT Campaign and six (6) other funding government departments. The UK’s presence will consist of a self-build country pavilion and an accompanying business, diplomatic, educational and cultural events programme. The UK Pavilion will be based in the ‘opportunity’ district.

The UK theme statement is ‘Innovating for a Shared Future’ (see full theme statement in Annex A). Innovation has the power to transform lives, to grow businesses and to build economies. Innovation needs collaboration between governments, academics and businesses to flourish. Many of the world’s major scientific and medical breakthroughs, industry firsts and cutting-edge designs and technologies, both past and present, began in the UK – giving the UK an international commercial lead across many sectors. Using the message ‘Innovating for a Shared Future’, HMG will position the UK as a global partner with an open, welcoming approach; and as an economic power, embracing the world’s challenges and cultural diversity.

Find the summary of the UK Pavilion design here: <https://www.events.great.gov.uk/ehome/expo2020/uk-pavilion/>

The strategic objectives for the UK’s presence at Expo 2020 Dubai are to:

- Boost the UK's global reputation and prosperity through participation;
- Support the delivery of HMG strategic objectives;
- Generate global interest and engagement in the UK's business, cultural and public diplomacy programmes;
- Position the UK as a major contributor and partner to address global challenges;
- Connect UK suppliers with opportunities relating to Expo 2020 Dubai and the wider MEA region.

The Agency will:

1. Scope;
2. Co-design;
3. Implement the business and cultural programme for the UK Pavilion at Expo 2020 Dubai (referred to as Delivery); and
4. Evaluate the events programme.

Initial timing for contract is as follows:

- May – December 2019: Scoping and Co-Design (see part 1 below – Scoping and Co-Design)
- November 2019 onwards: Recruitment for the events programme (see delegate recruitment within part 2 below - Delivery)
- November 2019 – August 2020: Planning of logistics and content creation (see part 2 below – Delivery)
- August 2020 onwards: Production (see marketing and production within part 2 below – Delivery)
- October 2020 – April 2021: Events programme delivery (see part 2 below – Delivery)
- May 2021 onwards: Evaluation and close of contract (see part 3 below – Evaluation)

1. Scoping and Co-Design

The objective of the scoping stage involves working with DIT and the other funding government departments (Department for Business, Energy and Industrial Strategy, Department for Transport, Foreign & Commonwealth, Department for Environment, Food and Rural Affairs, Department for International Development, Department for Digital, Culture, Media and Sport) to develop a detailed understanding of their respective objectives.

DIT's UK Expo Team is made up of a range of disciplines, including: communications and marketing; stakeholder management; sponsorship; events planning and delivery; operations management; and commercial management. The Agency will work alongside the events planning and delivery part of the UK Expo Team, which is made up of three people and will be responsible for planning the UK Pavilion programme and co-ordinating requests for activity aligned to this. Some initial scoping has been done and the Agency is required to continue this upon contract award. The events planning and delivery part of the UK Expo Team will continue to work closely with the Agency in the scoping and co-design phase of this contract.

The programme should be reflective of the UK's theme statement for Expo 2020 Dubai (see Annex A) and drive revenue and return for a range of different events. A ministerial programme will be delivered alongside the business, educational and cultural activities.

The UK Pavilion will operate multiple forms of events including HMG owned events, partner-hosted and sponsor events.

The Agency will work collaboratively with DIT to co-design the educational and cultural elements of the programme which will be a key component of the UK's presence at Expo 2020 Dubai as well as the wider business programme. DIT would anticipate there will be a mix of Events, Missions and Ministerial visits to be incorporated in the business, educational and cultural programme. Throughout the six (6) month period of Expo 2020 Dubai there will be several Tentpole moments linked to significant events in the Expo 2020 Dubai calendar such as National Day, as well as the opening and closing ceremonies. The UK's National Day will be the most significant moment for the UK's activation at Expo 2020 Dubai.

In addition to the UK pavilion, HMG will have access to the twenty (20) venues across the Expo site to deliver multiple events culminating at the Al Wasl ten thousand (10,000) capacity stadium for major cultural activations. It is anticipated that DIT will host multiple events, bringing together cultural, business, gastronomy, and educational programmes to engage with audiences from across the globe. The Agency will have the capability and capacity to run multiple events in the UK Pavilion, the wider Expo site, exhibition centres, hotels and locations (including the Embassy) across Dubai and the region. The Agency must be able to deliver on this scale.

There will be showcase moments at specific points throughout the programme which should include the ability to do 3D projection and working with the world's largest three hundred and sixty (360) degree digital dome in the Al Wasl stadium. The Agency will need to create content for these opportunities.

The Agency will have a proven track record of delivering world events and activating large (national/international) music and cultural activations/concerts.

Expo 2020 Dubai's programme narrative covers four (4) inspirational themes of six (6) weeks each focussing on:

1. Inspiration – October 20 to November 29 - (exploring imagination, movement, life and language);
2. Togetherness – November 30 to January 12 - (exploring diversity, journeys, balance and empathy);
3. Light – January 13 to February 26 - (exploring mind, discovery, system and collaboration); and
4. Jubilee – February 27 to April 10 - (exploring future, connections, the planet and happiness).

Throughout each six (6) week period, DIT are required to incorporate the above narrative themes within the content programming across the following programme categories:

1. Arts and culture
2. Theme and knowledge
3. Youth and children
4. Live entertainment
5. Health and happiness
6. Business programming

DIT are planning for a minimum of one (1) large set piece moment each month for the duration of Expo 2020 Dubai, and/or at least one (1) week of intensive business activity which addresses the objectives of the UK Pavilion theme statement with elements of the educational and cultural programmes wrapped around this.

The Agency will manage content curation to ensure the UK's Pavilion content and event programme content are seamless (with Project Director and business programme director oversight).

The Agency will work with the UK Expo team and the UK Pavilion hospitality partner to ensure consistent, quality catering outside of the Expo site where catering needs to be sourced separately. The Agency are required to ensure the UK's culinary talent and food and drink sector are showcased across the Expo site.

The Agency is also required to work with the DIT Expo communications team to create a multichannel marketing approach to support the events across the business and cultural programme.

The Agency may be required to work with the core DIT events supplier in global events that have objectives aligned to our events programme and wider HMG objectives.

Stakeholder management

DIT helps businesses export and grow into global markets. It seeks to maintain close working relationships with stakeholders both in the UK and overseas. DIT is responsible for promoting British trade across the world and ensuring the UK takes advantage of the huge investment opportunities open to it.

To enable DIT to do that, it has several complex relationships to manage in delivering the levels of business improvement necessary. Events are a primary interface with many stakeholders and require resourcing appropriately.

DIT has a broad range of stakeholders including other UK Government Departments (OGDs), Devolved Administrations, business representatives including Trade Associations, global commercial partners, delivery partners, business networks, professional services and DIT's customers – UK businesses.

The UK Expo Team will design, implement and maintain a stakeholder strategy to foster relationships and ensure on-going positive engagement with stakeholders in support of DIT's strategic objectives. This will ensure the stakeholder strategy and communications are joined up with those of the wider organisation.

The Agency is required to deliver stakeholder management to ensure that there is a consistent tone and approach to managing stakeholders. The Agency will develop a good understanding of DIT's key stakeholders and the varied and complex ways these stakeholders engage with DIT and OGDs.

The Agency will work with DIT to maximise engagement with them to achieve DIT's strategic objectives and create positive relationships with them through the appropriate management of their expectations and agreed objectives. The Agency will work with the UK Expo Team to maintain and ensure alignment with DIT's communications products, such as core scripts, Q&A briefings and website input.

The Agency will work with a number of key DIT stakeholders and will need to develop strong and effective working relationships with them in order to achieve the desired outputs.

Management of sponsorship activation

DIT is securing both cash and value in kind sponsorship for Dubai Expo 2020. In order to ensure that all sponsorship secured aligns with the wider Expo project and that appropriate governance is applied, the responsibility for managing sponsorship opportunities, agreeing rights packages and securing sponsors will be led by DIT.

The DIT sponsorship journey has four (4) key stages:

- **Securing Sponsors:** DIT will identify and approach target sponsors, ensure that due diligence is conducted and that proper governance has been followed and agree any sponsorship agreements;
- **Sponsor / Partner relationship management:** DIT will have overall relationship management responsibility for the sponsors / partners;
- **Rights delivery:** On direction from DIT, the Agency will liaise with sponsors (both cash and value-in-kind) and will ensure that applicable contractual sponsorship rights are delivered;
- **Accounting:** DIT will manage invoicing and receipting of monies.

The Agency is required to support the account management of sponsors through ongoing liaison with all sponsors at events and will ensure that the applicable sponsorship rights contained within sponsorship agreements are delivered. Examples include, but are not limited to, the delivery of agreed levels of sponsor branding on site, managing sponsor hospitality and managing events on behalf of the sponsor.

Where items are supplied through 'value in kind' sponsorship, the Agency will manage all necessary logistical arrangements (including agendas, delegate meetings, set up of content, etc.), deliver any applicable rights and will ensure it provides sufficiently detailed budgetary information to enable reporting on the cost saving.

The Agency will identify potential opportunities for both cash or benefit in kind sponsorship and notify the UK Expo Team of such opportunities as soon as reasonably possible.

For each event the UK Expo Team will notify the Agency of any sponsor agreements, the applicable sponsor rights to be delivered and will make necessary introductions.

All sponsorship monies will be collected and processed by DIT.

Performance and sponsor satisfaction levels will be monitored through feedback from sponsors and the UK Expo Team throughout the duration of the contract.

2. Delivery

Logistics

The Agency will have full accountability for the end-to-end delivery of logistics for all events at Expo 2020 Dubai, including responsibility for communicating all event information to customers and the registration process.

There may be a requirement for multiple large-scale events running concurrently during the duration of Expo 2020 Dubai and the Agency must be able to scale up accordingly while still providing consistent levels of staffing and skill across each event.

The evaluation agency will evaluate the UK's presence at Expo 2020 Dubai which the events programme is a part of. The Agency will collaborate with the evaluation agency (once appointed) to drive and deliver a consistently high-quality customer experience using information management from previous events.

The UK Expo team will draft and provide a standardised communications plan and event brief for each live event and will facilitate introductions to relevant stakeholders as required.

The Agency will be responsible for developing and implementing project plans (from the above briefs) engaging the correct stakeholders pre, during and post each event.

The plans should include but not be limited to:

- Venue sourcing and management;
- End-to-end delegate management;
- Design and management of all on-site logistics;
- Effective management of local transportation requirements;
- Sourcing and management of all catering requirements with the hospitality supplier engaged to deliver at the UK Pavilion;
- Sourcing additional venues for receptions, dinners and any other programme requirements
- Management of security requirements;
- Management of speaker, stakeholder, DIT and sponsor requirements;
- Providing a VIP concierge service to VIPs, key speakers and Ministers, frequently at short notice (to include transfers, restaurant and accommodation requirements).

The Agency is required to provide a full event management service to support the business, educational and cultural programme hosted in the UK Pavilion, and potentially elsewhere on the Expo site, co-ordinating with the Expo 2020 Dubai organisers to deliver all event requirements to the highest possible standard, which will include but not limited to:

Manage

1. Pre-event, on site and post event delegate logistics to include:
 - registration;
 - travel and accommodation where required;
 - feedback and customer satisfaction;
 - collection of fees where required;
 - use of DIT-approved template to collate customer data (to ensure it meets the requirement for loading on to the DIT Data Hub system);
 - VIP Concierge service as and when required; and
 - ongoing delegate communications.
2. Internal and external stakeholders during the delivery of Expo 2020 Dubai;
3. The recruitment of the right companies to attend events;
4. The end-to-end budget and finance;
5. Technical production;
6. Activation of events for sponsors and other event hosts/partners.

Produce

1. The co-designed business, cultural and educational programme;
2. Innovative content and speaker acquisition;
3. Relevant marketing and brand assets to operate within the GREAT brand guidelines;
4. Management Information (MI) as outlined in Part 5 of this Statement of Work, which is readily accessible for review by the DIT and GREAT teams;
5. Write and distribute Post Event Reports incorporating feedback from point of delivery questionnaires to feed back into a continuous improvement process.

The Agency will have the capacity and capability to deliver the requirements for short notice events during the six (6) month Expo period.

The Agency must maintain high quality and consistency when Events are held concurrently on site at the UK Pavilion, Expo site and off site at other possible venues.

DIT will own a calendar of events for the delivery of the business, educational and cultural programme during Expo. This central repository helps ensure that there are no duplicate or conflicting events being run and the Agency will be required to analyse the calendar in order to help DIT maximise opportunities across all of DIT's network and to align with the Expo calendar to ensure a complimentary programme.

In order for the Agency to deliver the above requirement the UK Expo Team will:

- Monitor, assist and oversee the Agency with regard to key stakeholder relationships;
- Maintain and strengthen existing recruitment channels and oversee the design and management of new recruitment channels suggested by the Agency;
- Manage quality measures around target audience and approval process with the Agency; and
- Input into the set-up of areas such as registration websites and meet-the-buyer functionality within agreed timescales.

Resourcing

Full staffing requirements will be confirmed and agreed with the Agency once the details of the full programme are known. However, the Agency must employ an Account Manager and a Creative Director for the entire period of the Contract.

The Account Manager will be the single point of contact for any new briefs and project manage all activities happening for the UK's presence at Expo 2020 Dubai. They will co-ordinate events resource to meet the brief and keep track of spend and resource allocations. The Account Manager is required to be based in the UK for the scoping, co-design and evaluation phases and will work full-time (0900-1730 Monday-Friday). They are required to be based in Dubai for the six (6) month period of Expo 2020 Dubai and will work full-time (0900-1730 Sunday-Thursday).

The Creative Director will have overall responsibility for the creative brand design of the programme of events. They will be highly skilled in developing compelling brand exercises. The Creative Director is required to be based in the UK and work full-time (0900-1730 Monday-Friday) for the scoping and co-design part of the contract and then a minimum 3 days a week (0900-1730) in delivery stage. This may change through the duration of the contract to reflect the resourcing required.

If for any reason either of those individuals needs to be replaced, it should be by someone of equal expertise, and only upon the approval of DIT.

The Agency must ensure that their Key Personnel have all the relevant security clearances in place and evidenced to DIT (see Security and Data section).

DIT requires the Agency and their subcontractors to remunerate their respective workforces in accordance with fair and reasonable local standards of payment and with the local Worker Welfare Minimum Standard, whichever is higher. The Agency will be required to provide evidence that they are implementing this. DIT will be entitled to seek clarification as to levels of any annual uplifts and reserves the right to undertake spot checks. The Agency's nominated liaison officer will be responsible for reporting progress at pre-determined intervals.

Event content development

The Agency will work with the UK Expo Team, and DIT colleagues in Sectors and/or Post and OGDs to agree the objectives and targets for each event and to agree key messages, proposed content, speakers, customer profile and all other content requirements. Sectors or Posts will also suggest other key stakeholders to be engaged to help develop the content. Trade Associations or industry organisations may be engaged to help with the development of content as well.

The Agency is required to:

- Take responsibility for working with all stakeholders to develop and manage engaging and appropriate content of Events and Missions in their remit;
- Work with policy experts, who may not have an event background, to help challenge the content that is produced and how it is presented;
- Manage timelines to ensure that content is developed in order to maximise the recruitment and business opportunity whilst ensuring that DIT's unique position to add value is leveraged;
- Use effective negotiation and stakeholder management techniques and reasonable endeavours to resolve tensions between objectives, timelines and available budget.

The Agency is responsible for:

- Implementation of standardised processes;
- Providing their own content specialists to provide expertise in this area (either in-house or via their supply chain), developing customer propositions and key messages;
- Working with other supplier teams to design the most effective way of delivering these key messages to customers, through the right channels, at the right time and in the right environment. Advise and deliver on digital content capture and delivery, including social media use pre-event, live and post-event.

Marketing and production

DIT's presence at Expo 2020 Dubai is under the GREAT campaign. The GREAT campaign was launched to take advantage of the 2012 Olympics legacy opportunity, encouraging people to visit, study, invest in and do business with the UK. A focus is on creativity through innovation, authenticity through quality and originality, and welcoming through celebrating cultural and diversity.

DIT is working with Expo 2020 Dubai organisers to gain approval for a set of guidelines that the UK can use throughout the events programme to create consistent brand experiences. The Agency will operate under a non-exclusive licence to use the DIT brand family, especially GREAT, for the term of the contract and all material created will need to meet the guidelines provided by DIT.

DIT has several different ways to create content and produce assets, using marketing and design agencies as well as DIT's in-house capability. DIT has a central asset library (brand.great.gov.uk) that stores its guidelines, templates and completed marketing assets for staff and suppliers to use. The Agency will work with existing assets and create new content to support the events programme. Any new assets created by the Agency will need to be uploaded to the asset library by the Agency including any raw and artwork files.

Alongside the use of existing content, the creation of new content will support the marketing of the events programme and create content to enhance the delegate and visitor experience.

During the term of the contract, the Agency will provide expertise in design capability, typesetting of content using branded templates, production, and the ability to work collaboratively to leverage assets to provide brand consistency and realise maximum value for money.

Event assets could include (but not limited to):

- Exhibition stands;
- Set and staging;
- Furniture;
- Exhibition content;
- Audio-visual and other technical production items;
- Registration materials including name badges;
- On-site branding (digital or print) – signage, partner boards, registration, banners, backdrops, photo booths;
- Develop, create and execute online and offline marketing for activities – e-flyers, HTML invites, pre, during and post comms, social media.

Content asks could include (but not limited to):

- Photography e.g. sourcing relevant imagery for event content;
- Photographers - capturing images at events and editing;
- Digital content including animation, video, digital screens, experiential experiences, and presentations;
- Video creation - pre-production, filming and post-production work;
- Event collateral – handouts, events brochures, flyers, lanyards.

Content will be delivered in a minimum of two (2) languages: English and Arabic.

The Agency will collaborate with the UK Expo Team, marketing suppliers and other DIT partners who may need access to the assets. The Agency will be responsible for collection, delivery, build and construction. It is critical that the Agency has the ability to work in partnership with other suppliers.

Where required the Agency will work with the UK Expo Team to gain necessary DIT marketing approvals on new assets. In some instances, there is also a need to get clearance from Expo 2020 Dubai organisers.

Technical production requirements vary from a simple plasma screen to complex set and staging, multiple translation, live streaming and other online access requirements for large events. The Agency will be required to provide end-to-end design and delivery of technical requirements for the implementation of the business and cultural programme at Expo 2020 Dubai.

There are a number of print requirements for the brand implementation including materials used and spot colours to help create a high-quality finish throughout the events programme. The Agency will be required to use environmentally friendly sources for printing, from inks used to paper stock chosen. Where at all possible DIT expect content production to be digital focused rather than printed.

Due to the high-profile nature of the UK Pavilion and the business and cultural programme the Agency might need to engage with a professional technical team to manage complex solutions and high-profile speakers.

There are occasions when DIT provide promotional items which serve both as a marketing purpose and on occasion, a thank you gift to those people that provide a service to DIT such as speaking at a DIT event. The Agency will be responsible for the production of these items. When corporate gifts are needed the Agency will only be permitted to use UK products e.g. Royal Mint coin or Tregothnan Tea. The Agency must ensure that their products are environmentally sourced and made in the UK.

The quality of the design and execution of the technical aspects of events will be assessed through feedback received at Events and the evaluation approach agreed with the evaluation agency, stakeholder and the DIT Event Delivery Team feedback.

At the outset, every brief of requirements will be agreed between the UK Expo team and the Agency.

Delegate recruitment

The UK Expo Team will work with the Agency, Trade Associations, Sector networks and OGDs to recruit attendees to events, as well as working with Expo 2020 Dubai on getting the public engaged in the wider programme.

Events will be promoted directly via email, online via DIT's Expo events page as well as DIT's event website Event Hub: <https://www.events.great.gov.uk>, through trade media and Trade Associations, social media and other strategic partners' websites. Campaign based planning with DIT teams also opens the opportunity for advertising in trade press when in line with broader DIT targets.

DIT uses the Event Hub as a platform to promote events to DIT's customers who can search and book onto their chosen event. The Agency is expected to use Event Hub to promote participation in the business programme.

Recruiting the appropriate delegates and in the right quantity is vital to the success of an event and is an on-going challenge. Both quality and quantity will be important. Please find the audience segmentation outline at Annex B.

Meet-the-buyer sessions are central to many business events and can be especially complex in larger events. These are sessions where international and UK companies are recruited and matched for 1-2-1 business meetings as part of the event. The Agency will work with Event Hub as the mechanism for registration.

The Agency must comply with the targets set by the UK Expo Team relating to the recruitment of customers to attend events relating to the Expo programme. The UK Expo Team will provide targets which will be event specific.

The Agency is responsible for:

- Proposing the design and implementation of:
 - i. An appropriate recruitment strategy to attract the right new companies that meet DIT goals and targets;
 - ii. A recruitment plan as per the Event Brief and produce all marketing materials in line with DIT brand guidelines;
 - iii. New and innovative approaches for recruitment;
 - iv. Improvements to the messaging used in promotional material in order to:
 - Enable companies to understand the opportunities available;
 - Promote the benefits of using DIT services.
 - v. A Sector targeted approach to marketing that would improve return on investment and attract companies at the right stage of the exporting/investment journey to attend.
- Managing:
 - i. Quality measures around target audience and approval process with the UK Expo Team;
 - ii. Customer recruitment campaigns to meet event objectives;
 - iii. Meet the buyer programmes – some of which may be hosted outside of the UK Pavilion elsewhere on the Expo site or Embassy grounds;
 - iv. The input of customer details into the DIT Customer Relationship Management (CRM) system Data Hub to support DIT's segmentation analysis;
 - v. The maintenance of DIT customer segmentation analysis information;
 - vi. The input of events and propositions onto the DIT's event website – Event Hub.

- Collaborating:
 - i. With all areas of DIT to embed a co-ordinated approach to DIT customers;
 - ii. With DIT to align branding and communications;
 - iii. Sharing best practice with all areas of DIT and DIT sector event suppliers;
 - iv. Working with the DIT events website;
 - v. Building relationships with suppliers and teams across DIT and OGDs, Trade Associations, Devolved Administrations, regional offices and overseas Posts to drive recruitment and monitor and report delegate recruitment activity.

3. Data and evaluation

IT and system management

A key requirement for DIT is the effective use of IT and communications to support delivery of the business and cultural programme at Expo 2020 Dubai. Helping companies to realise their ambitions will usually involve face-to-face contact. Equally, digital delivery has become a major part of the delivery of DIT's business.

DIT currently operates several IT platforms that support all event marketing activity, including:

- Data Hub
- Event Hub
- Asset library

Other web presences include:

- www.gov.uk/dit: DIT's corporate web presence on-line includes the UK Government's single digital platform
- www.great.gov.uk: This is our promotional website for engaging with business in the UK and overseas. It hosts all of DIT's digital services we provide to businesses.

The Agency should be conversant with government digital design principles set out at <https://www.gov.uk/service-manual> and Government digital content guidelines on organising and writing copy for government web sites at <https://www.gov.uk/guidance/content-design>, including:

- The content lifecycle;
- Planning content;
- Content types;
- Writing for GOV.uk;
- Content maintenance;
- The Agency will be required to provide its own staff with the appropriate ICT equipment and skills required to access DIT's web-based applications.

The Agency must ensure that the ICT equipment / services provided:

- Meet government standards (e.g. to safeguard DIT's commercially sensitive data, portable devices such as laptops must utilise whole disk encryption that conforms with the FIPS 140-2 standard and office-based networks should be subjected to independent security tests); and
- Initially utilise Internet Explorer version 11 or above; and Microsoft Office 2013 or above to ensure compatibility with DIT's systems and software.

All IT systems used for mobile, office-based and online systems must be fully patched, supported and maintained by the Agency.

It will be the responsibility of the Agency to provide IT equipment support to their own users. The Agency will build appropriate financial and human resources to support this area and any associated IT services which are necessary to support the successful delivery of the implement the business and cultural programme at Expo 2020 Dubai.

The Agency will be required to supply details of all security cleared team members requiring access to the DIT system back-end to upload event content as part of their programme of activities.

Event Hub Overview

The current platform, www.events.great.gov.uk, is an event management system supplied by Aventri:

- A home page containing overview listings of all live marketing activity across the year;
- Search functionality enabling customers and DIT to search for events;
- Mini-sites containing details of individual events including programme and speaker information;
- A partnering registration system including profiles and the ability to request meetings;
- A registration and payment facility allowing companies to book places and, where relevant, make online payments for activities where a charge is levied;
- A content management system allowing suppliers to upload event information prior to publishing live to the site.

The Agency is responsible for creating and submitting all information required to create an event listing or mini-site on the DIT events site. Required interactions to enable this will be:

- Name staff responsible for creating event content who may require administrative access to the system; and supply email addresses for each. These will be whitelisted, allowing relevant user permissions to be created where necessary;
- These users create and submit information about event activities, to the third party, allowing home page listings and mini sites to be created;
- Required data includes activity date, location, activity title, descriptive copy, pricing, registration start/end date, market(s) and sector(s).
- An event image, images or video can also be added as part of event listings and mini sites. This can be sourced from an image repository within the site, the marketing resource toolkit, or the Agency can source from an image library with appropriate permissions e.g. own image library or stock usage, DIT has preferred arrangements with certain stock image libraries e.g. Getty Images. Use will always be subject to DIT Marketing approval on suitability and budget.

Evaluation of Activities during Expo 2020 Dubai

An independent evaluation research agency will be procured to evaluate the UK's activation at Dubai Expo. The Agency will need to work with the evaluation agency, when appointed, to agree and provide the data required. This will then form part of the Agency's Performance Management Framework (PMF) once approved by the UK Expo Team. The Agency should have a mechanism by which to capture feedback at all business Events delivered onsite. This should be used to inform any immediate adaptations to event delivery.

Management of customer data

After every event or mission customer data must be added to the Data Hub system within five (5) working days. This is the responsibility of the Agency. The accuracy of this data is a key issue and one that must

be maintained to a high standard by the Agency. Datahub data has significant importance as it feeds all key reporting for DIT. DIT will provide guidance and training on how to use Data Hub.

Specific IT and data security compliance must be adhered to as outlined in this ITT. Note this is a manual process.

Each data entry will consist of but is not limited to:

- Event Title
- Venue
- Date
- First name
- Last name
- Email
- Job Title
- Company name
- Telephone number
- Address: Address line 1
- Address: Address line 2
- Address: Post / ZIP Code
- Address: City
- Address: County / State
- Address: Country
- Website (if available)
- Twitter handle (if available)
- Profile questions
- Sector information
- Size of company
- Exporter status

Accurate and timely inputting by the Agency, to the Datahub will be a specific requirement and form part of the PMF.

Management information

Performance measurement is important to the UK Expo Team. The aim is to be able to provide performance and evaluation information to relevant stakeholders both internally and externally in a consistent and clear way.

It is the intention to build a PMF that will allow for understanding performance, improving efficiency and evaluating against DIT's Expo 2020 Dubai objectives and targets.

The Agency is required to deliver information in accordance with Management Information (MI) requirements which will include reports produced in a timely manner as outlined within Schedules 10 and 11.

The Agency will be required to provide analysis of information to enable meaningful decisions to be made for future delivery of all Expo 2020 Dubai requirements and attend a quarterly Contact Management meeting as described in Schedule 10.

The UK Expo Team will agree with the Agency the relevant data (and specifically for events delivered internally or through other partners) required to input into the reporting systems.

A daily Management Information (MI) Report will be required, including metrics such as:

- Visitors (time of day, location within Pavilion, countries)
- Customer Experience (engagement, positivity, interaction, action taken etc)
- Purpose of visit (tourist, investment, exporting, other etc)
- Pavilion area used

Working closely with procured evaluation agency, the Agency will input into a reporting mechanism which provides:

- Easily accessible analysis of event traffic
- Interaction with content (both at the event and externally)
- Live/real time progress to targets / KPIs
- Clear recommendations and commentary on progress

Metrics collected will adjust as content and approach is refined.

It is essential that UK presence at Expo 2020 Dubai evolves throughout the six (6) month period based on evaluation (using MI data and finding). The Agency should anticipate acting upon any analysis dynamically.

A monthly MI Report will be required and reviewed at Monthly Contract Management Meetings. It is anticipated that the Management Reporting Data will change during each phase of the project. To that end the PMF and reporting data requirements are likely to be reviewed and amended, with the agreement of both Parties, during the term of the contract. DIT will work in collaboration with the Agency to develop reporting requirements.

Security and Data Handling

The Agency and their staff will have access to DIT IT systems and commercially sensitive information (including Finances, Sensitive Personal Information). The Agency will be required to conduct appropriate employment screening on staff involved on this contract in line with the UK Expo Team's Security Strategy and Security Plan (available from April 2019).

As a DIT's minimum requirement, alongside Baseline Personal Security Standard, (a link to the guidance and policy can be found here <https://www.gov.uk/government/publications/basic-check-guidance-and-policies>), the following will need to be included:

- verification of identity
- verification of employment history
- verification of nationality, residence and the right to work in the UK
- Verification of any unspent criminal record history

The Agency must ensure these checks are complete before staff begin work and comprehensive records should be maintained. Any issues/concerns over the eligibility of staff to work on this contract must be brought to the attention of DIT. The UK Expo Team reserves the right to conduct security audits of staff records and to refuse access to DIT systems to any member of the Agency's staff without giving a reason.

The Agency will be required, in some cases, to handle sensitive data and VVIP information where higher security clearance will be required. The Agency will need to identify and supply staff who have this clearance in order to work seamlessly with DIT. This could be at short notice.

The Agency must comply with the General Data Protection Regulation 2016/679 and not use personal data acquired from this contract for any other purpose without written permission of DIT. The Agency will adhere to meet specific requirements on the handling of DIT's data in line with the latest regulations.

The Agency is required to evidence a suitable Data Handling Policy, covering protocols for different types of visitors and delegates, is in place which sets out data handling processes and procedures. This must conform to ISO 27001 or equivalent standards.

The Agency will only retain customer data when needed to conduct the business of this requirement. Data Hub should be kept up-to-date and data should be completely purged from any of the Agency's computers with no backups held – once data has been successfully inputted into Data Hub.

The Agency is required to provide a named individual who is responsible for DIT data as part of the Key Personnel.

The Agency will be responsible for ensuring any security breach is reported immediately to the UK Expo Team, with a record of the response, and evidence of preventative and improvement measures taken.

DIT maintains the right to perform security audits on the entirety of the Agency's operations that maintain data for the execution of this requirement.

DIT will provide access to an online 'Responsible for Information' e-learning tool to the Agency. All the Agency's staff handling DIT data will be required to take this training module and pass the associated assessment to demonstrate their level of understanding of the subject. This assessment will be repeated on an annual basis during the term of the contract.

4. Contract management/governance and accountability

Contract / Service Management

The Agency must provide appropriate management personnel to deliver the Services specified within the Statement of Work effectively. This will include, but is not limited to the following:

- Executing the mobilisation activities to establish the Services throughout the term of the contract
- Management of the contract.
- Financial management including providing requested information for internal audit purposes.
- Management of the Services provision.
- Provide appropriate key personnel, leadership and expertise stemming from senior management of the Services.
- Providing a structured approach to delivering the Services that is appropriate to DIT's contract management and governance structure to manage the programme effectively.
- Executing accurate provision of Management Information (MI) and reporting as required by UK Expo Team with insight and assessment of the programme and performance
- Attending contract management and governance meetings.
- Providing appropriate training and development of your staff and sub-contractors to provide the Services.
- Applying high-quality assurance in line with what is agreed as part of the evaluation framework across the delivery of the Services, including the management of risk.

This list is not exhaustive, and the UK Expo Team expects a proactive approach and other suggestions to be made by the Agency.

Financial Management

DIT require the Agency to provide a robust and measurable discipline to financial management, including managing budgets, banking, debt and cash flow, invoicing and tracking risks. This will include:

- Submission of timely and accurate invoicing throughout the Expo activation;
- Submission of preparation of timely and accurate management information including being able to report against the current contractual position;
- Tracking, controlling and managing budgets. The Agency should have a budget template that they propose to use for the recording of budgets for the duration of the Expo;
- Recognising, tracking and managing opportunities and risks so that benefits are passed on to DIT.

Governance

The Agency is to comply with the Governance requirements as described within Schedule 10. In addition, the Agency is required to deliver the following requirements:

- To have in place clear, robust and fully accountable governance arrangements for the delivery of the Services;
- To have in place, or have access to, necessary support services including IT, personnel, administration and finance;
- To deliver Services under the DIT brand. DIT will not accept joint branding on any service delivery or related activity. The Agency will operate under the DIT brand and only the DIT brand will be used on e-mails, business cards, marketing materials, displays, booklets, leaflets etc. Use of the brand will require the approval of the Live Marketing Team;
- To have clear and robust internal processes and procedures and staff that are fully accountable delivering and managing the Services to protect DIT's reputation.

The Agency is to adhere to DIT's Governance arrangements, input MI and participate in actions arising as required at Governance Meetings with relevant staff in attendance as required by DIT. All Governance meetings are subject to change at DIT's discretion.

Risk management

The Agency is to implement the Services in accordance with the Contract.

The Agency will produce and submit a detailed implementation plan outlining key milestones, roles and responsibilities, and identify any risks and the mitigation to manage these.

The Agency will be responsible for maintaining and mitigating their own risks, actions, issues and dependencies register throughout the term of the Contract.

Annex A

UK Pavilion theme statement: Innovating for a Shared Future

The UK Pavilion at Expo 2020 Dubai will be in the Opportunity District.

The UK is a land of opportunity. It has been a nation of explorers and creators of the exceptional for thousands of years. It is also the home of innovation, creativity, entrepreneurship and science; a land of curiosity, invention and diversity. UK innovations like the steam train and the turbo jet have given the world the ability to trade internationally, easy movement of labour and have connected minds and people globally for hundreds of years.

Trade is at the heart of our nation. Much as it is now and has been at the heart of the Emirates for centuries. And like the UAE, we have a rich cultural heritage based on tradition and strong values.

The UK is a nation of early adopters – curious and excited by new thinking. The world's first Expo took place in London (Great Exhibition 1851). It provided a locus for scientists, inventors and philosophers to share the latest innovations and new industries from their countries and to start international collaborations.

Today, the UK is still a nation of explorers, stretching to new frontiers from underwater exploration with submarines to the commercialisation of outer space. We are still a nation renowned for our ability to collaborate and where people come to realise fresh ideas and concepts.

The future of humanity depends on us working together as we seek new opportunity, discover new frontiers and travel to new horizons, be they in the real world of outer space or digital frontiers in virtual worlds.

Impressive breakthroughs are being made in British science and technology, which give opportunity to people all over the world to unlock the challenges of sustainable development and to build and shape a better future – a shared future.

Expo 2020's articulation for Opportunity is: Unlocking the potential within individuals and communities to shape a better future

The UK's presence, covering the Pavilion, the business and cultural programmes will include a focus on the following:

Creating the Future – New Space & Astropreneurship

The commercialisation of space – a GREAT place to do business

- Miniaturisation as a driver for reducing the cost of accessing space, creating a new group of private sector astropreneurs.
- The creation of unmanned robotics / intelligent satellites (machine to machine) and the opportunities that nano and pico satellites offer both private and public sectors including:
 - Intelligent Transport Systems - integrated transport systems, benefiting from satellite services to deliver greater efficiency, safety and a better customer experience; inter-vehicle communications and reliable positioning, which offer the potential of a future with autonomous vehicles enabled by satellite data contributing to intelligent transport systems;

- The Blue Economy – the use of satellite services to stimulate the Blue Economy – the global sustainable exploitation of the marine environment by all types of human activity in the maritime domain. The UK is at the frontiers of science and technology that enable sustainable development of new and existing maritime sectors including aquaculture, biotechnology, renewable energy, marine transport, tourism and mineral resource extraction;
- Disaster relief and humanitarian aid.
- International co-operation and innovation in Space:
 - The UK Space Agency is working with research institutions, industry and non-profit organisations to develop strong international partnerships to help tackle economic, societal and environmental issues using satellite technology.
- UK as a leader in the use of space to support the Sustainable Development Goals (SDGs). The UN Global Goals highlight the need for sustainable development of cities, agricultural land and power generation. Satellite-Earth observation technologies, big data management and geo location technologies help to address:
 - Zero hunger through e.g. livestock survey planning;
 - Good health and wellbeing
 - Universal access to education through e.g. satellite enabled links to rural schools
 - Clean water and sanitation through e.g. Earth observation (EO) technology for improved water resource management.
- Private sector initiatives such as:
 - Breakthrough Listen
Stephen Hawking and Yuri Milner's project billed as the most powerful search ever for extra-terrestrial life, currently surveying 1 million stars in the Milky Way closest to Earth
 - Breakthrough Starshot
Stephen Hawking, Yuri Milner and Mark Zuckerberg – this project aims to build the prototype for a tiny, light-propelled robotic spacecraft that could visit the nearby star Alpha Centauri after a journey of just 20 years.
- Realising dreams - putting things out of reach into the hands of humanity.

Connecting Man, Minds and Machines

- Artificial intelligence:
 - Results of Professor Dame Wendy Hall's, Southampton University and Jérôme Pesenti's, CEO BenevolentTech current review on the UK's status as a world-leader in the science underpinning Artificial Intelligence (AI) technology;
 - Link back to creation of the world wide web - connecting people and ideas and enabling co-creation and shared thinking;
 - Ethics around artificial intelligence.
- Immersive Technologies:
 - Virtual Reality;
 - Augmented Reality.

- Superhumans:
 - Machines that make us superhuman – from exo-skeletons for the disabled to technology for Paralympians.
- Language:
 - How will we communicate in the future?
 - How do we best create cross cultural understanding and dialogues?
- Inspiring the young throughout their lifetimes:
 - Today, more than a quarter of children aged 16 will see their 100th birthdays – how do we prepare them for many careers in a single lifetime;
 - How do we prepare the young for a workplace and a society where machines will take over many jobs.
- Values around learning and sharing of knowledge.
- Vocational skills and lifelong learning – ensuring everyone has the basic skills for modern economies.
- Inclusion (widening participation – access to learning for all).

New Industries

- Entrepreneurship
- Social Enterprise
- New business models
- IP frameworks
- E-Commerce
- Access to finance:
 - City of London as global investment centre for business;
 - Islamic Finance;
 - Micro Finance as an enabler to e-commerce and growth driver in emerging economies

Global & Regional Development

- The UK is a pivotal partner to the Gulf States in order to deliver regional stability and mutual prosperity;
- The UK government is developing a series of new partnerships with leading British and international companies to improve business conditions in Africa and South Asia, kick-start embryonic capital markets and drive more investment into frontier economies.

Creativity

- The Creative Economy;
- The role of arts in the regeneration of modern Britain;
- Ever closer symbiosis between arts and technology;
- The importance of arts in education, well-being and tolerance.

Annex B

Audience segmentation

To achieve DIT's objectives, the UK Expo Team will need to proactively reach the following audiences:

External

Audience	Key insight
UAE university students¹	<p>Characteristics: 18-24 years old, UAE based looking for an undergraduate/post-graduate course, social media users who are keen travel (particularly to Europe).</p> <p>Barrier/behaviours: UK education costs are high, we need to motivate them, focusing on course and career prospects as well as opportunities to experience UK culture.</p> <p>Value to UK: Students will help to drive the economy and provide new talent to our businesses.</p> <p>Pain point for comms: Cost of studying in the UK, including living costs.</p> <p>Channels: Social media including influencer channels, CNN, peers/word of mouth.</p>
International people interested in travel²	<p>Characteristics: 25-54 years old, generally open-minded, want to explore. 54% of UAE residents travel with their partner and 30% with other family members, seek good value for money and looking for exclusive/bespoke experiences, don't see the UK as an exciting destination to travel to. For cultural/arts traveler: 25-54 years old, 57% female, image conscious, keen to try new things.</p> <p>Barriers/behaviours: Only visit easy to find places, likely to travel to single UK location rather than multi, stereotypes on what the UK has to offer (focused on London and activity such as key museums, festivals, well known sightseeing points). For cultural/arts traveler: Averse to going off the beaten track, only attends well-known exhibitions.</p> <p>Value to UK: Increased travel to the UK, can be advocates to amplify on social media - key channel for influencing tourism (word of mouth).</p> <p>Pain points for comms: access to tourist visas, several other countries have a variety of opportunities to explore.</p> <p>Channels: word of mouth, social media including influencer channels, airline content, travel/cultural press, travel websites.</p>
International buyers	<p>Characteristics: Seek products that are competitively priced but also high quality, time poor, Head of Procurement, CTO, COO, CEO.</p>

¹ Student Insights provided by British Council

² 'I Travel' campaign research by VisitBritain

	<p>Barriers/behaviours: Engaging at key moment in buying cycle, uncertainty on the UK's trading future, only interested in the opportunity that can make them more profit.</p> <p>Value to UK: provide demand for UK products and services overseas.</p> <p>Pain points for comms: attracting their attention given significant competition from others in the buying world, targeted messages to feel tailored to each person.</p> <p>Channels: Social media, trade shows, direct communications, email marketing, other buyers.</p>
<p>International Investors</p>	<p>Characteristics: Generally CEO or Chairman level, responsible for key decisions in the business, has oversight of company finances, small to medium size enterprises (10-500 employees, 10-1,000 for US).</p> <p>Barriers/behaviours: EU-Exit, no longer a springboard to Europe with access to 500m consumers, competition from other markets, exchange rate and cost of living/real estate, entrepreneurial, risk averse, time poor.</p> <p>Value to UK: Jobs and growth for the UK economy.</p> <p>Pain points for comms: Uncertainty around exiting the EU, negative press about the UK washing out positive press, competition from other markets, misperceptions of what the UK has to offer in our key sectors.</p> <p>Channels: LinkedIn, roundtables, direct comms, trade press.</p>
<p>UK Exporters</p>	<p>Characteristics: Generally the owner, COO, CFO, for larger companies, entrepreneurial and fast paced, for GCC specific opportunities already trading in region, turnover £500k-£25m, sector focus to include technology, infrastructure, construction, design and hospitality, education and healthcare See Annex 2 for current list of UK exporters supplying Expo.</p> <p>Barriers/behaviours: Risk averse, time poor, want direct communication with potential buyers/customers, personal concerns and misperceptions on what is required to export, primarily focused on opportunities that build their customer base.</p> <p>Value to UK: Jobs and growth to the economy, improved business relations with the Gulf region.</p> <p>Pain points for comms: Mixed messages from government, can seem a complicated process, cashflow, companies do not always identify as 'exporters' – identify more as a 'global business'.</p> <p>Channels: LinkedIn, regional/national press, trade press, radio, TV adverts, adverts at sporting events, email.</p>
<p>Overseas Government officials</p>	<p>Characteristics: President/Prime Minister level or Cabinet level officials. Heads of key Government departments responsibility for trade, foreign affairs, visas and immigration. Looking to improve relations with their chosen countries.</p>

	<p>Target countries that the UK is trying to build stronger relationships with post-Brexit are the US, Canada, Europe, Japan, China, New Zealand, India, UAE and the wider Gulf.</p> <p>Barriers/behaviours: hierarchical, typically only deliver via private office/SpAd equivalent, focused on their own policy objectives, difficult to get F2F time with them, time poor, limited English language proficiency in many cases, varied cultural nuances.</p> <p>Value to UK: Build closer diplomatic relationships which could lead to trade agreements.</p> <p>Pain points for comms: getting access to internal government officials/decision makers, focus on their own priorities.</p> <p>Channels: F2F through senior government official, DIT/FCO senior officials, briefings/minister boxes, visits to Expo site, national newspapers.</p>
<p>Potential sponsors (*these are broken down into 3: known individuals; FTSE 250; Innovators)</p>	<p>Characteristics: C-suite and business development directors (CEO, MD, Sales Director).</p> <p>Barriers/behaviours: Business planning cycle/financial forecasting – timing key for securing engagement, focused on individual business gain/ROI, time poor, demanding, primarily focused on customers and shareholders.</p> <p>Value to UK: Amplification to the UK and opportunity to showcase UK expertise on the UK Pavilion, value for the taxpayer through offsetting costs, content contribution, strengthening private/public sector partnership, including with FTSE 100.</p> <p>Pain points for comms: Unclear pitches that don't clearly define the value, unclear/disinterested on government process and wider demands, sponsor fatigue, previous poor experience partnering with Government, lack of understanding of Expos.</p> <p>Channels: Direct communications, LinkedIn InMail, evening receptions, 1-2-1 meetings, sector press, pitches.</p>

Schedule 3
STAFF TRANSFER

NOT USED.

Schedule 4

DISPUTE RESOLUTION PROCEDURE

1. 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.
2. The obligations of the Parties under this Call-Off Contract will not be suspended, cease or be delayed during a dispute.
3. If any dispute arises between the Parties in connection with this Call-Off Contract, they must try to settle it within 20 Working Days of either Party notifying the other of the dispute.
4. If the Parties have not settled the Dispute in accordance with paragraph 3 above, they must notify CCS of the details of the Dispute and escalate the dispute to the Client Representative, the Agency Representative and CCS who will have a further 10 Working Days from the date of escalation to settle the dispute.
5. If the dispute cannot be resolved by the Parties within 30 Working Days of the notice given under paragraph 3 above, they must refer it to mediation, unless the Client considers that the dispute is not suitable for resolution by mediation.
6. If a dispute is referred to mediation, the Parties must:
 - appoint a neutral adviser or mediator (the "**Mediator**"). Ideally, Parties will agree on this appointment. 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 may apply to the Centre for Effective Dispute Resolution to appoint a Mediator
 - meet with the Mediator within 10 Working Days of the appointment, to agree how negotiations will take place and relevant information will be exchanged
7. 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.
8. If the Parties reach a resolution, a written agreement may be produced for both Parties to sign. Once signed, this agreement will be binding on both Parties.
9. If the Parties fail to reach a resolution, either Party may invite the Mediator to provide a non-binding but informative opinion in writing. This opinion will be provided without prejudice and cannot be used in evidence in any proceedings relating to this Call-Off Contract without the prior written consent of both Parties.
10. If the Parties fail to reach a resolution within 90 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 the Client considers that it is not suitable for resolution by arbitration.
11. If a dispute is referred to arbitration, the Parties must comply with the following provisions:
 - the arbitration will be governed by the provisions of the Arbitration Act 1996
 - the London Court of International Arbitration (LCIA) procedural rules will apply, and are deemed to be incorporated into this Call-Off Contract. It however there is any conflict between the LCIA procedural rules and this Call-Off Contract, this Call-Off Contract will prevail

- 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)
- the tribunal shall consist of a sole arbitrator to be agreed by the Parties
- 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
- the arbitration proceedings shall take place in a location to be agreed between the Parties.

Schedule 5

CHANGE CONTROL NOTICE FORM

Contract Change Note ("CCN")

CCN Number	
Contract Reference Number & Title	
Variation Title	
Number of Pages	

WHEREAS the Contractor and the Authority entered into a Contract for the supply of [project name] dated [dd/mm/yyyy] (the "Original Contract") and now wish to amend the Original Contract

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this Change Control Notice:

Change Requestor / Originator		
Summary of Change		
Reason for Change		
Revised Contract Price	Original Contract Value	£
	Previous Contract Changes	£
	Contract Change Note [x]	£
	New Contract Value	£
Revised Payment Schedule		
Revised Specification (See Annex [x] for Details)		
Revised Contract Period		
Change in Contract Manager(s)		
Other Changes		

2. Save as amended all other terms of the Original Contract shall remain effective.
3. This CCN takes effect from the date on which both Parties communicate acceptance of its terms in writing.

Schedule 6

COMMERCIALLY SENSITIVE INFORMATION

Agency's Commercially Sensitive Information	Potential Implication of Disclosure	Duration of Commercially Sensitive Information
The Agency has not declared any commercial sensitive information.		

Schedule 7

AGENCY KEY PERSONNEL

Name	Role	Contact Details
[REDACTED]	Governance	[REDACTED]
[REDACTED]	Account & Programme Director	[REDACTED]
[REDACTED]	Event Director	[REDACTED]
[REDACTED]	Finance Director	[REDACTED]
[REDACTED]	Creative Director	[REDACTED]
[REDACTED]	Operations Director	[REDACTED]
[REDACTED]	Account Manager	[REDACTED]

Schedule 8

AUTHORISED PROCESSING TEMPLATE

1. The contact details of the Client Data Protection Officer is:
2. The contact details of the Agency Data Protection Officer is:
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Contract Reference:	DN371616
Date:	
Description of Authorised Processing	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Agency is the Processor.
Subject matter of the processing	<p>Innovision will be responsible for data relating to Pavilion staff.</p> <p>As part of onsite data collection, Innovision will be involved with the collection of visitor data information – number of visitors, country of origin and potentially name and contact details if visiting for a specific event.</p> <p>Innovision will be involved with the collection of UK company data and UK company liaison when required for specific events. Innovision may also be required to handle data relating to buyers and overseas companies visiting the pavilion.</p>
Duration of the processing	From the point of appointment to end of the contract. End December 2021.
Nature and purposes of the processing	<p>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.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.</p>

Type of Personal Data	Name, address, date of birth, NI number, telephone number, pay, images, email address.
Categories of Data Subject	<p>Staff (including volunteers, agents, and temporary workers), suppliers working on the pavilion</p> <p>Members of the public visiting the pavilion</p> <p>Members of the public engaging with the pavilion through the website/app</p> <p>UK companies using the pavilion</p> <p>Companies/buyers meeting UK companies on the pavilion</p>
	<p>Data held by Innovision should be destroyed after it has been entered onto the DIT system – currently Datahub.</p> <p>Data may be held from the point of appointment to end of the contract, data should be destroyed by End December 2021.</p>

Schedule 9

APPROVED SUB-CONTRACTORS LIST

A list of approved subcontractors will be developed by the Agency post-contract award, in agreement with the Client.

Schedule 10

GOVERNANCE AND CONTRACT MANAGEMENT

Introduction

- 1.1 The Agency understands that the successful delivery of the Contract will rely on the ability of the Agency and the Client in developing a strategic relationship immediately following the contract commencement date and maintaining this relationship throughout the term of the contract.
- 1.2 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality reports, and the sharing of information between the Agency and the Client.
- 1.3 This Schedule outlines the general structures and management activities that the parties shall follow during the term of the contract.
- 1.4 The Client may (at its absolute discretion) amend this schedule by written notice to the Agency from time to time.

Governance

- 2.1 The Agency's Account Manager will take overall responsibility for delivering the Services required within the Contract, and the Agency will appoint a suitably qualified deputy to act in their absence.
- 2.2 The Agency shall put in place a structure to manage the Contract.
- 2.3 A full governance structure for the Contract will be agreed between the parties during implementation and by no later than the date which is three (3) Months from the contract commencement date.
- 2.4 Following discussions between the Parties following the contract commencement date, the Client shall produce and issue to the Agency a Supplier Action Plan for agreement. The Agency shall not unreasonably withhold its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall, unless the Client otherwise agrees in writing, be agreed between the parties and come into effect within two (2) weeks from receipt by the Agency of the draft Supplier Action Plan.
- 2.5 The Supplier Action Plan shall be maintained and updated on an ongoing basis by the Client. Any changes to the Supplier Action Plan shall be notified by the Client to the Agency. The Agency shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless the Client otherwise agreed in writing, be agreed between the parties and come into effect within two (2) weeks from receipt by the Agency of the Client's notification.

Review Meetings

- 3.1 Regular monthly review meetings ("Review Meetings"), will take place throughout the term of the contract and, unless stated otherwise by the Client, at the UK Pavilion Expo 2020 Dubai, the Client's London office or via telephone conferencing at the discretion of the Client.
- 3.2 The exact timings and frequencies of such Review Meetings will be determined by the Client, although it is anticipated that the frequency of them will be once every Month or less. The parties shall be flexible about the timings of these meetings.
- 3.3 The purpose of the Review Meetings will be to review the Provider's performance under the Contract and any reports. The agenda for each Review Meeting shall be set by the Client and communicated to the Provider in advance of that meeting.

- 3.4 The Review Meetings shall be attended, as a minimum, by the Client Authorised Representative and the Agency's Account Manager, at every third Review Meeting a DIT Commercial Manager will attend.
- 3.5 The Agency's achievement of service levels against KPIs shall be reviewed during the Review Meetings, and the review and ongoing monitoring of KPIs will form a key part of the performance management process as outlined in agreed Performance Management Framework.
- 3.6 The Agency shall provide any information and reports as reasonably requested by the Client in advance of each Review Meeting. In particular, the Agency shall complete and return to the Client the Monthly Management Information Report at least four (4) clear Business Days before each Review Meeting.

Efficiency Tracking

- 4.1 The Agency shall cooperate in good faith with the Client to develop efficiency tracking performance measures for this Agreement. This shall include but is not limited to:
 - (a) tracking reductions in volumes and costs, in order to demonstrate that the Client is consuming less and buying more smartly; and
 - (b) developing additional KPIs to ensure that the Agreement supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, further competition delivery centres and payment processing systems and shared service centres).
- 4.2 The list in paragraph 4 is not exhaustive and may be developed during the Term.
- 4.3 The metrics that are to be implemented to measure efficiency shall be developed and agreed between the Client and the Agency. Such metrics shall be incorporated into the Performance Management Framework set out in Schedule 11.
- 4.4 The ongoing progress and development of the efficiency tracking performance measures shall be reported through management activities as outlined in this schedule.

Governance Board Meetings

- 5.1 Regular strategic review meetings will take place at the Client's premises throughout the Term unless otherwise agreed between the parties ("Governance Board Meetings").
- 5.2 The exact timings and frequencies of such Governance Board Meetings will be determined by the Client. It is anticipated that the frequency of the Governance Board Meetings will be quarterly during the Term of the Contract. The parties shall be flexible about the timings of these meetings.
- 5.3 The Agency shall procure that the key staff attend all Governance Board Meetings.
- 5.4 The Client attendees at Governance Board Meetings shall be:
 - (a) Director Live Marketing
 - (b) Head of Live Marketing Delivery
 - (c) Head of Live Marketing Planning
 - (d) Commercial Contract Manager
 - (e) Finance manager
 - (f) Others as required and can be amended

- 5.5 The purpose of the Governance Board Meetings will be to review the Agency's performance under this Agreement, discuss the strategic direction of the Services and, where applicable, the Agency's adherence to the Supplier Action Plan. The agenda for each Governance Board Meeting shall be set by the Client and communicated to the Agency in advance of that meeting.
- 5.6 The Agency's achievement of Service Levels shall be reviewed during the Governance Board Meetings.
- 5.7 The purpose of the Governance Board Meetings as set out in this paragraph 5 is not exhaustive and may be developed during the term.

Annex A

LEVEL	ATTENDEES	RESPONSIBILITIES / ACTIVITIES	LOCATION/TIMINGS
Level 4 Operational Board	Client: Head of Pavilion Events Programme Pavilion Events Programme Manager Event Producer Agency: Account Manager Finance Manager Operations Manager Optional invitees: (Include if required)	<ul style="list-style-type: none"> Quality assurance Complaint handling Reviewing live briefs/projects and horizon scan Reviewing daily and weekly reports 	Weekly (or as appropriate) Note: all forms of communication to be used
Level 3 Service Review Board	Client: Head of Pavilion Events Programme Pavilion Events Programme Manager Event Producer Commercial Contract Manager Agency: Finance Manager Operations Manager Account & Programme Director Event Director Optional invitees: (Include if required)	<ul style="list-style-type: none"> Contract administration Maintenance of Risk Register and issues Log Be accountable to the Contract Review Board for day to day oversight of the Services Performance Review - Administer reports on KPI's, Performance Monitoring Reports, issues relating to delivery of Services and performance against Performance Indicators Responsible for the Contract management of the Services and shall review performance (incl. issues unresolved by operational team) Receives the Performance Monitoring Reports, Service Levels and Service Credits. Monitor 	Monthly (or as appropriate) F2F or via teleconference

		<p>progress and identifies possible future developments including common standards, benchmarking and continuous improvement plans</p> <ul style="list-style-type: none"> • Review Risk Register Reports submitted by Level 4 • Responsible for the Contract management of the services relationship between all Parties • Report to the Contract Review Board (Level 2) on significant issues requiring strategic decision and resolution by the Contract Review Board and on progress against the high-level strategic objectives • Responsible for Contract coverage, ensuring all work has been agreed prior to commencement and any changes covered by Variations to Contract • Responsible for Financial management, reviewing spend against plans, resolving and escalated payment/invoicing issues, review overall financial risks • Responsible for Capacity planning, reviewing possible improvements of matching demand with supply 	
<p>Level 2 Contract Review Board</p>	<p>Client: Head of Events Finance Manager Commercial Contract Manager Senior Commercial Manager UK Commissioner</p> <p>Agency:</p>	<ul style="list-style-type: none"> • Responsible for issues escalated by Level 3 Representatives. In particular: • Strategic direction • Relationship direction • Continual improvement and performance management • Contract Review 	<p>Quarterly (or as appropriate) F2F or via teleconference</p> <p>Mode of communication – All forms as appropriate to suit the issue and needs.</p>

	<p>Governance Manager</p> <p>Account & Programme Director</p> <p>Event Director</p> <p>Finance Director</p> <p>Operations Director</p> <p>Optional invitees: (Include if required e.g. Legal Representative)</p>		
<p>Level 1</p> <p>Annual Review Board</p>	<p>Client:</p> <p>Head of Events</p> <p>Finance Manager</p> <p>Commercial Contract Manager</p> <p>Senior Commercial Manager</p> <p>UK Commissioner</p> <p>Agency:</p> <p>Governance Manager</p> <p>Account & Programme Director</p> <p>Event Director</p> <p>Finance Director</p> <p>Optional invitees: (Include if required e.g. Legal representative)</p>	<ul style="list-style-type: none"> • Performance • Strategic direction • Relationship direction • Future direction 	<p>Annual pre-arranged but of course ad hoc meetings to be arranged to resolve issues escalated by Level 2 Contract Review Board.</p> <p>Face to face meeting</p> <p>Mode of communication – All forms as appropriate to suit the issue and needs</p>

Further additional governance meetings would be as shown below which would embrace Agency Relationship Management and be overarching across all existing contracts with the Agency:

A	<p>Client:</p> <p>Head of Events</p> <p>Finance Manager</p> <p>Commercial Contract Manager</p>	<ul style="list-style-type: none"> • Relationship direction • Future direction • Financial efficiencies 	Face to face meetings
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	<p>Senior Commercial Manager UK Commissioner</p> <p>Agency: Account & Programme Director</p> <p>Optional invitees: (Include if required)</p>	<ul style="list-style-type: none">• Continual improvement	
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Schedule 11

PERFORMANCE MANAGEMENT FRAMEWORK

1. As part of the Client's continuous drive to improve the performance of all contractors, this Performance Management Framework (PMF) will be used to monitor measure and control all aspects of the Agency's performance of contract responsibilities.
2. The PMF purpose is to set out the obligations on the Agency, to outline how the Agency's performance will be evaluated and to detail the sanctions for performance failure.
3. Performance management indicators for the Agency will be listed under the following categories:
 1. Contract Management
 2. Delivery and support
 3. Quality of Service
 4. Cost
 5. Continuous Improvement

The above categories are consistent within all Contract awards allowing the Client to monitor the Agency's performance at both individual contract level and at enterprise level with the individual Agency.

Management of the PMF

4. The Agency shall detail performance against KPI's in the Monthly, the Quarterly Reports and the end of Contract Report.
5. KPI's shall be monitored on a regular basis and shall form part of the contract performance review. Performance of KPI's will be reported monthly and quarterly.
6. The first month shall not be formally assessed. It shall be used to develop the report template and agree the format and content to be included in the report.
7. Key Performance Indicators (KPIs) are essential in order to align Agency's performance with the requirements of the Client and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver.
8. KPIs are set out in the attached Annex A.
9. KPI's will be monitored on a monthly basis and will form part of the contract performance review.
10. Where a KPI has a percentage measure the Agency's performance will be rounded up or down to the nearest whole number.
11. KPIs are to be agreed and finalised by both parties at the first monthly Review meeting and will be confirmed under a Contract Change Note.
12. Where any performance issues are highlighted within the Contract Reports, the Agency shall produce an Agency Rectification Plan, detailing the measures that the Agency will undertake to rectify this failure as well as any measures to be introduced to prevent this failure from occurring in the future. Measures proposed may include introduction of new KPIs.

13. Performance failure by the Agency may result in administrative costs to the Client. Where failure attributable to the Agency is identified in the Performance Management report and relates to the KPI's then the service credit regime shall apply. Service credit regime set out below.
14. Key Performance Indicators (KPIs) are essential in order to align the Agency's performance with the requirements of the Client and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver. Without the use of service credits in such a situation, this service failure places strain on the relationship as delivery falls short of agreed levels. As a result, the only recourse would be to terminate and seek alternative supply.
15. The use of a strong service credit regime accompanied by a proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service. It is NOT about taking cost out of the service to the Client.
16. Where a KPI has a percentage measure of the Agency's performance will be rounded up or down to the nearest whole number.
17. Where an Amber Status is awarded; the Agency must produce a Rectification Plan which will be reviewed at the monthly Contract Management Review Meetings to monitor continuous improvement
 - a. If the measure proposed results in preventing the failure from occurring in the future the Agency will be moved up to a Green Status. Measures proposed may include introduction of new KPIs.
 - b. If the measures proposed does not satisfactorily prevent the failure from occurring in the future after continuous monitoring the Agency will be moved to a Red Status. Measures proposed may include introduction of new KPIs.
18. Where a Red Status is awarded, this will trigger the application of the service credit regime, as detailed below. The Agency must also produce a Rectification Plan, detailing the measures that the Agency will undertake to sufficiently rectify this failure as well as any measures to be introduced to prevent this failure from occurring in the future. Measures proposed may include introduction of new KPIs.

Service Credits

Use of Service Credits is governed by the following principles;

19. Service Credits sit within the wider service management approach being pursued by the Agency and the Client. The use of Service Credits does not prejudice the Client's rights under appropriate clauses of the contract in the event of inadequate performance by the Agency.
20. The Service Credit regime would be instigated on each occasion where there is a service failure (i.e. where a KPI is identified as having a 'Red status'). This would also give rise to a Rectification Plan.
21. The Client has full and complete discretion on whether to claim all, part or none of a Service Credit to which it is due.
22. Service Credits claimed will be applied to the subsequent invoice as a credit note. Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Agency shall set-off the value of any Service Credits against the appropriate invoice.

23. The full, agreed Service Credit regime shall operate from the initial delivery date until the end of the Contract Period.

24. Service credits will be applied as set out in Annex A.

Nature of Service Credits

25. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

Service credit charges:

- Service Credit 1 (KPI 3): 2% deduction of total monthly invoice
- Service Credit 2 (KPI 5): 2% deduction of total monthly invoice

Annex A

Metric	KPI	What is required to make this measurable	KPI Measurement	KPI Rating		
Contract Management	KPI 1 – Monthly and Quarterly reports and invoices	<p>Brief monthly reports to be produced within five (5) working days of the end of each month in readiness to be presented at the Monthly Review Meetings.</p> <p>Quarterly two-page reports and invoices to be produced within five (5) working days of the end of each quarter in readiness to be presented at the Quarterly Review Meetings.</p> <p>Invoices and associated report should be clearly linked.</p>	<p>Invoices will quote the correct PO, contract number, the Client Contact, and qualitative description of the work being done.</p> <p>Invoices must be clearly itemised.</p> <p>Associated reports should be clearly and explicitly linked to invoices to help financial tracking.</p>	<p>95%</p> <p>Reports and/or invoices sent to the Client which contains inaccuracies and/or greater than 5 (five) working days after the agreed deadline.</p>	<p>98%</p> <p>Reports and/or invoices sent to the Client which contains inaccuracies and/or greater than 2 (two) working days after the agreed deadline.</p>	<p>100%</p> <p>Meets expectations - All reports and invoices sent to the Client on time and accurately reflect agreed work</p>
	KPI 2 – daily reporting	<p>Daily reports to be produced by 11am the following day in line with the Client's requirements.</p>	<p>Covers visitor data, customer experience, purpose of visit, pavilion areas used.</p>	<p>95%</p> <p>Reports sent to the Client which contains inaccuracies and/or greater than 1 working days after the agreed deadline.</p>	<p>98%</p> <p>Reports sent to the Client which contains inaccuracies and/or greater than 2 hours after the agreed deadline.</p>	<p>100%</p> <p>Meets expectations - All reports sent to the Client on time and accurately reflect agreed work</p>

Metric	KPI	What is required to make this measurable	KPI Measurement	KPI Rating		
Cost	KPI 3 - Delivery within agreed charges Service Credit 1	All events delivered within 5% of initial Event Charges agreed for Event	Evidenced in financial reporting as part of regular reports. Calculation is an average of events closed within month.	95% and lower, over 5% of initial event charges	95-100% achievement within 5% of initial event charges	100% achievement of agreed event charges
Cost	KPI 4 - Finalising event charges	All event charges to be finalised within 2 months of end date of activity. The 'end date' is the day of the event when it covers a single day and the final day of an event when it is over a number of days.	Calculation is based on total number of events that should be finalised by the measured month.	84% and lower	85-89%	90-100% achievement of event charges within 2 months

Metric	KPI	What is required to make this measurable	KPI Measurement	KPI Rating
Delivery	<p>KPI 5 Uploading of data to Data Hub, Events Platform and Asset Library</p>	<p>Data Hub After every project customer data must be added to Data Hub to agreed high standard.</p>	<p>Customer data to be uploaded within 5 working days of completed activity. In line with guidance quality of data is correct and GDPR requirements.</p>	<p>95% or less Uploaded later than one Working Days after date stipulated. 100% accuracy of data.</p>
	<p>KPI 2 Service Credit</p>	<p>Events Platform Management of events platform entry and enquiries.</p>	<p>Accurately represent and upload new events on the platform within 24 hours of approval from Client to proceed.</p> <p>For on-going amends and updated to each event upload within 24 hours of approval from Client to proceed.</p> <p>Enquiries about each event are dealt with within 24 hours. If enquiry cannot be dealt with immediately respond with clear timeframe for response.</p> <p>All needs to be included within the monthly reporting.</p>	<p>91-99% Uploaded no more than one Working Day later than stipulated. 100% accuracy of data.</p>
		<p>Asset Library Any new assets created as part of the requirement to be uploaded onto the asset library.</p>	<p>Assets to be uploaded within forty-eight (48) hours of completion.</p> <p>Metadata and tagging is done in accordance to standards provided by Client.</p>	<p>100% Uploaded within period stipulated. 100% accuracy of data.</p>

Metric	KPI	What is required to make this measurable	KPI Measurement	KPI Rating	
Delivery	KPI 6 – Recruitment against brief targets	Recruitment target – The number of individual companies attending each event that meet pre-agreed criteria, such as export ready within the relevant market place. Target mutually agreed per event within the brief.	Measured from report on Events List Calculation is an average of all delegates per relevant events within Month. May not apply to all events.	74% and lower against target	75-79%
Quality	KPI 7 – Proportion of attendees that give a score of 4 or 5 in feedback for events	This measure is the weighted average proportion of attendees that give a score of 4 or 5 for the various elements feedback forms. The elements that contribute towards the quality rating are: <ul style="list-style-type: none"> • The quality of the pre-event experience eg registration system • The quality of the event environment e.g. the stand, meeting area etc. • The quality of the event content e.g. conference or mission programme, speakers etc • The quality and relevance of any business contacts the event delivered • The overall quality of the service delivered by DIT and its representatives 	Feedback forms – this may change once evaluation supplier is on-board.	74% and lower	75-84%

Metric	KPI	What is required to make this measurable	KPI Measurement	KPI Rating	
Quality	KPI 8 – Proportion of attendees that give a score of 4 or 5 in feedback form for event	<p>This measure is the weighted average proportion of firms that give a score of 4 or 5 for the various elements of the form. The elements that contribute towards the quality rating are:</p> <ul style="list-style-type: none"> • The quality of the pre-event experience eg registration system • The quality of the event environment e.g. the stand, meeting area etc. • The quality of the event content e.g. conference or mission programme, speakers etc • The quality and relevance of any business contacts the event delivered • The overall quality of the service delivered by DIT and its representatives 	Feedback forms and reported in monthly reports (Net Promoter Score).	74% and lower	75-84% 85-100% achievement of scores of 4 and 5
Security	KPI 9 – report security breaches immediately	<p>The Agency will report any Security breaches and immediately recommend new processes and procedures for any security breaches within 1 week of the instance with clear timelines on implementation.</p>	Covered in monthly reporting.	94% and below	95-99% 100%

Metric	KPI	What is required to make this measurable	KPI Measurement	KPI Rating
Brand	KPI 10 – Compliance to brand	The production of all material to be compliant with DIT brand as defined by the DIT Brand guidelines	Work delivered within guidelines.	<div style="display: flex; justify-content: space-between;"> <div style="width: 33%; background-color: red; color: white; padding: 5px;">94% and below</div> <div style="width: 33%; background-color: yellow; color: black; padding: 5px;">95-99% compliance</div> <div style="width: 33%; background-color: green; color: white; padding: 5px;">100% compliance</div> </div>

KPIs are to be formally approved at the first monthly contract management meeting.

Schedule 12

AGENCY AND THIRD-PARTY SOFTWARE

AGENCY SOFTWARE

For the purposes of this Schedule 12, “**Agency Software**” means software which is proprietary to the Agency, including software which is or will be used by the Agency for the purposes of providing the Services. The Agency Software comprises the following items:

Software	Supplier (if Affiliate of the Agency)	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?
N/A							

THIRD PARTY SOFTWARE

For the purposes of this Schedule 12, “**Third Party Software**” means software which is proprietary to any third party which is or will be used by the Agency for the purposes of providing the Services including the software specified in this Schedule 12. The Third-Party Software shall consist of the following items:

Third Party Software	Supplier	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?
N/A							

Schedule 13

SECURITY REQUIREMENTS, POLICY AND PLAN

The Client will share its Security Plan with the Agency once it has been formally approved, which will then form part of this Contract and confirmed under a Change Control Note.

Schedule 14

TRAVEL AND SUBSISTENCE

1. Introduction

The nature of DIT's business means that Contractors may have to travel both in the UK and overseas and this manual provides details of the principles, rules and procedures relating to travel and expenses.

Contractors working for DIT are expected to adhere to guidelines contained within, which are similar to DIT staff.

Underlying Principles

- DIT trusts and expects the appointed Contractor, their staff or sub-contractors to make appropriate and justifiable spending decisions, weighing up the balance between value for money, public perception and business benefits
- No appointed Contractor, their staff or sub-contractors should either benefit or be out of pocket because of undertaking business on behalf of DIT. Travel and subsistence claims should be based on receipted costs incurred because of travel
- The appointed Contractor, their staff or sub-contractors should only travel on Departmental business if this is necessary. Consider whether the business could be conducted by phone, teleconference, video conference or web conference
- If a journey is necessary, the appointed Contractor, their staff or sub-contractors should identify the most cost-effective way of travelling. Planning journeys well in advance, especially by air, can result in much lower costs
- If a number of people are travelling together, the appointed Contractor, their staff or sub-contractors should examine whether it is cheaper to travel as a group, and think hard about how many people really need to go.
- Only costs that are necessary and additional to normal daily expenditure should be reimbursed.

2. Air Travel

The appointed Contractor, their staff or sub-contractors are expected to book the lowest logical fare available – if there are other more expensive fares available within policy these are still bookable but require a reason explaining why the lowest fare was not booked.

Flying Time (per flight)	Class of Travel
Up to 5 hours	All journeys at public expense: Economy
Over 5 hours	All journeys at public expense: Economy (but see * below)
Over 10 hours	All journeys at public expense: Business (subject to prior agreement with the Client)

* Subject to approval by the Client the next higher class (but not first class) may be used:

- where strict application of the class-of-travel rules would not be cost effective
- for short duty visits out and back in a working day - The appointed Contractor, their staff or sub-contractors are not entitled if they stay overnight

- when bookings are not available in the lower class and the timing or date of the journey cannot be changed
- if the appointed Contractor, their staff or sub-contractors will be required to work immediately on arrival
- on disability/medical grounds recognised by the Client.

All flights must be booked at set dates; no open return tickets may be booked.

Air travel should not normally be used within the UK, although there is an exception for travel to/from Scotland and Northern Ireland.

Air travel in the UK must be by economy class.

The appointed Contractor, their staff or sub-contractors are not allowed to use for personal journeys, Air Miles, free tickets or upgrade vouchers which have accrued through travel which has been paid for from public funds. However, such Air Miles, free tickets or upgrade vouchers may be used for official travel on behalf of the Client.

3. Rail Travel

For rail travel (including Eurostar) the appointed Contractor, their staff or sub-contractors should travel standard class unless for example they have a disability or health condition that would make this unreasonable.

Tickets should be purchased in advance to minimise costs.

4. Taxis

Use of taxis is expected only where there is a clear value for money or business justification, unless the appointed Contractor, their Staff or sub-contractor has a temporary or permanent disability and has been advised that taking a taxi is a 'reasonable adjustment' or for safety and security reasons.

Some examples where taxi travel might be considered appropriate include:

- there were no other reasonable public transport options (for example: travel to a location not served by a bus or train route)
- it was the most cost-effective way of undertaking the journey – for instance sharing the taxi with colleagues would make it cheaper than other public transport options
- for personal safety reasons

Examples of scenarios where it might be considered inappropriate to take a taxi include:

- there were cheaper public transport options which incurred only a modest additional travel time
- public transport involved changing mode of transport (for example: a train and a bus)
- failure to leave sufficient time to make the journey by foot or public transport

It is expected that appointed Contractor, their Staff or sub-contractor will use public transport for travel within London and the use of taxis should only be undertaken by exception.

The principles set out for UK travel equally apply for taxi travel overseas.

5. Private & Hire Vehicles

The appointed Contractor, their staff or sub-contractors are expected to use public transport where this is reasonable and should only use their own vehicle or a hire car where a business need has been agreed in advance by the Client.

This is not only because of the environmental impact of using private transport, but also in terms of staff welfare.

Contractors, their staff or sub-contractors may claim a mileage allowance for their privately-owned car. This allowance is designed to cover the costs of fuel, maintenance, insurance for business use, and wear and tear. In some locations mileage rates are limited by the tax authorities. Motor insurance must cover business use.

Current mileage allowance by private car is 45p for 1st 10,000 miles and 25p for any further mileage in tax year. Please provide VAT petrol receipts.

6. Hotel Bookings

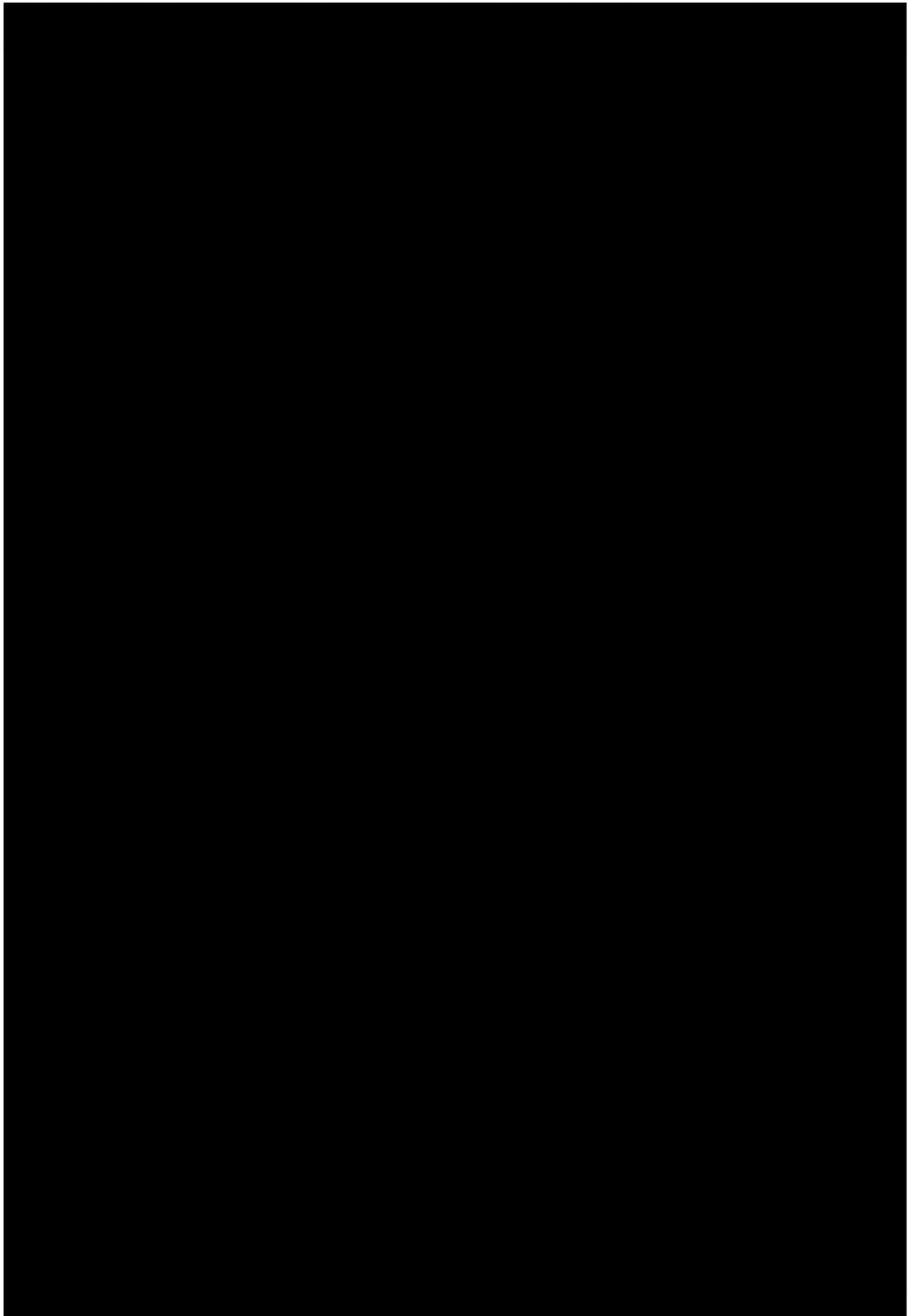
The Client's limits for hotel bookings in the UK are:

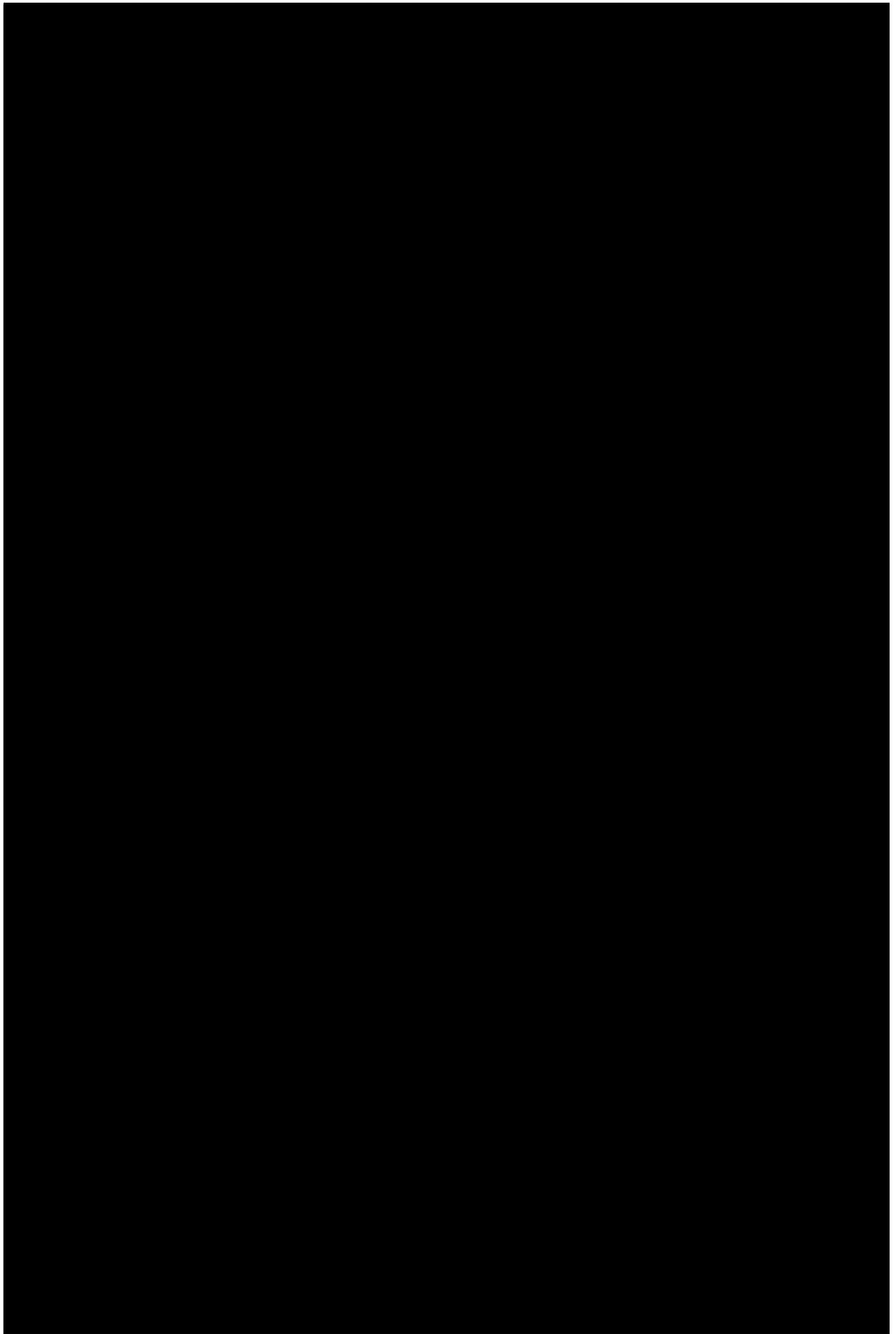
London - £135 and

Outside London - £85.

Schedule 15
AGENCY'S PROPOSAL

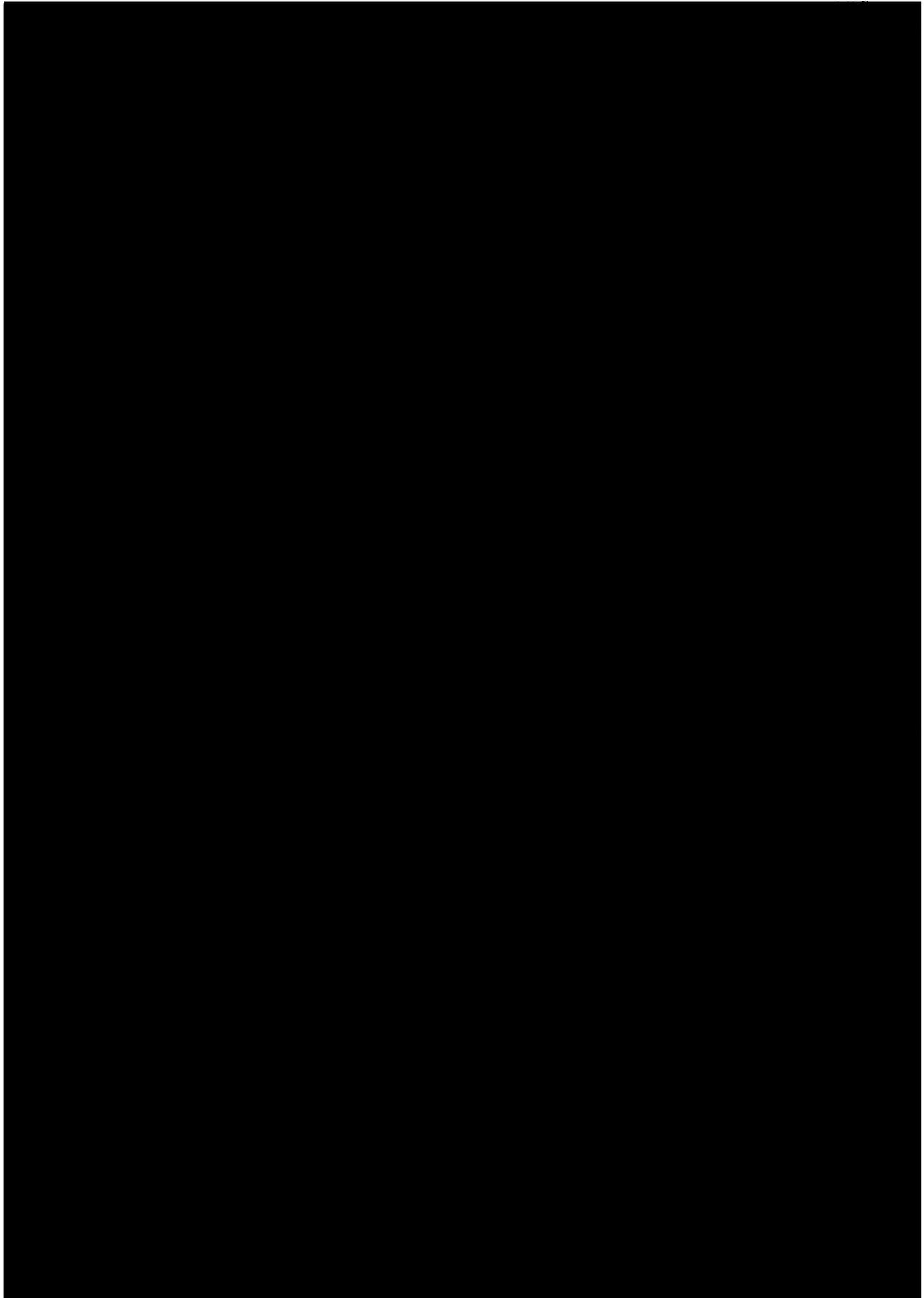
Question A01 A Project & Relationship Management

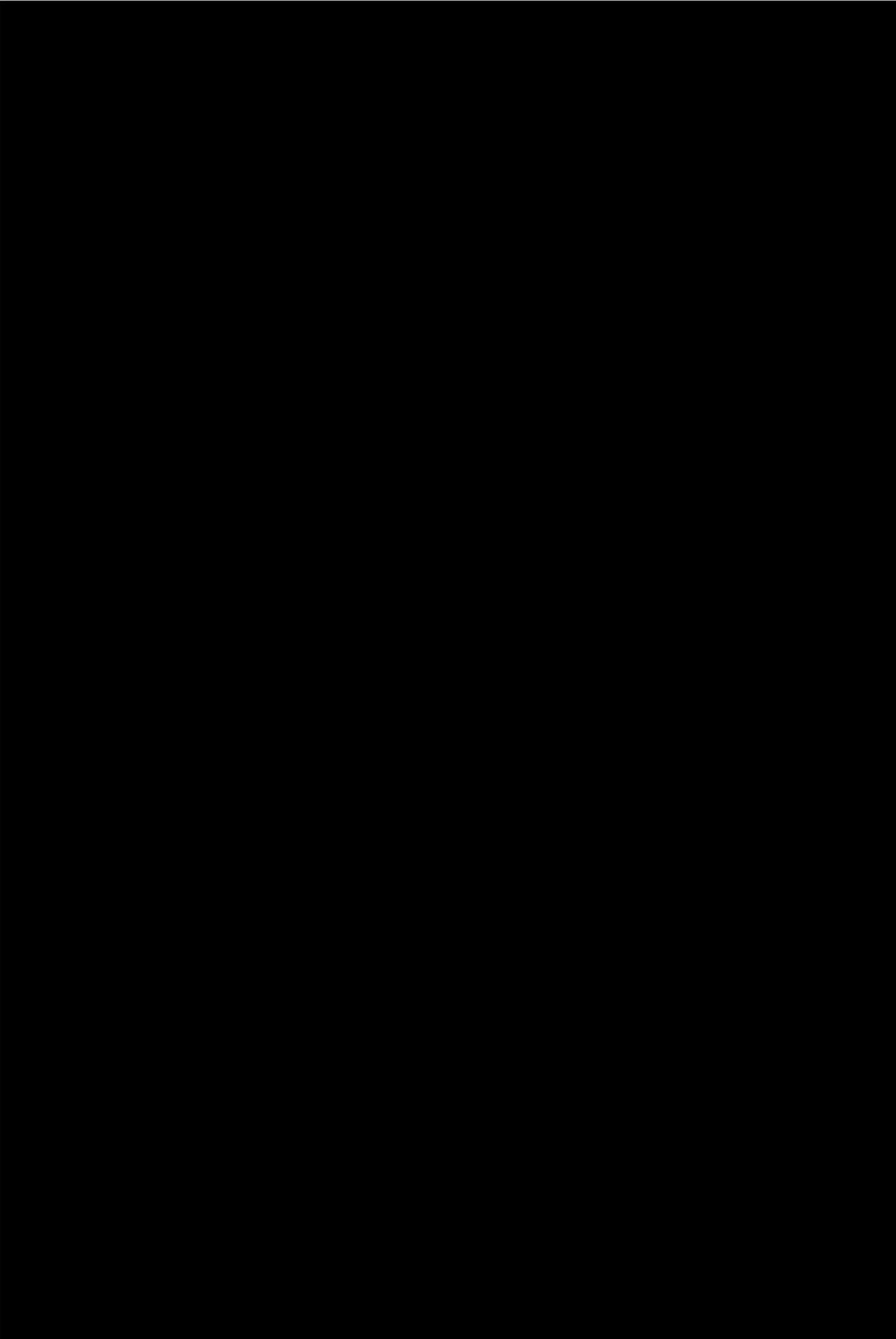


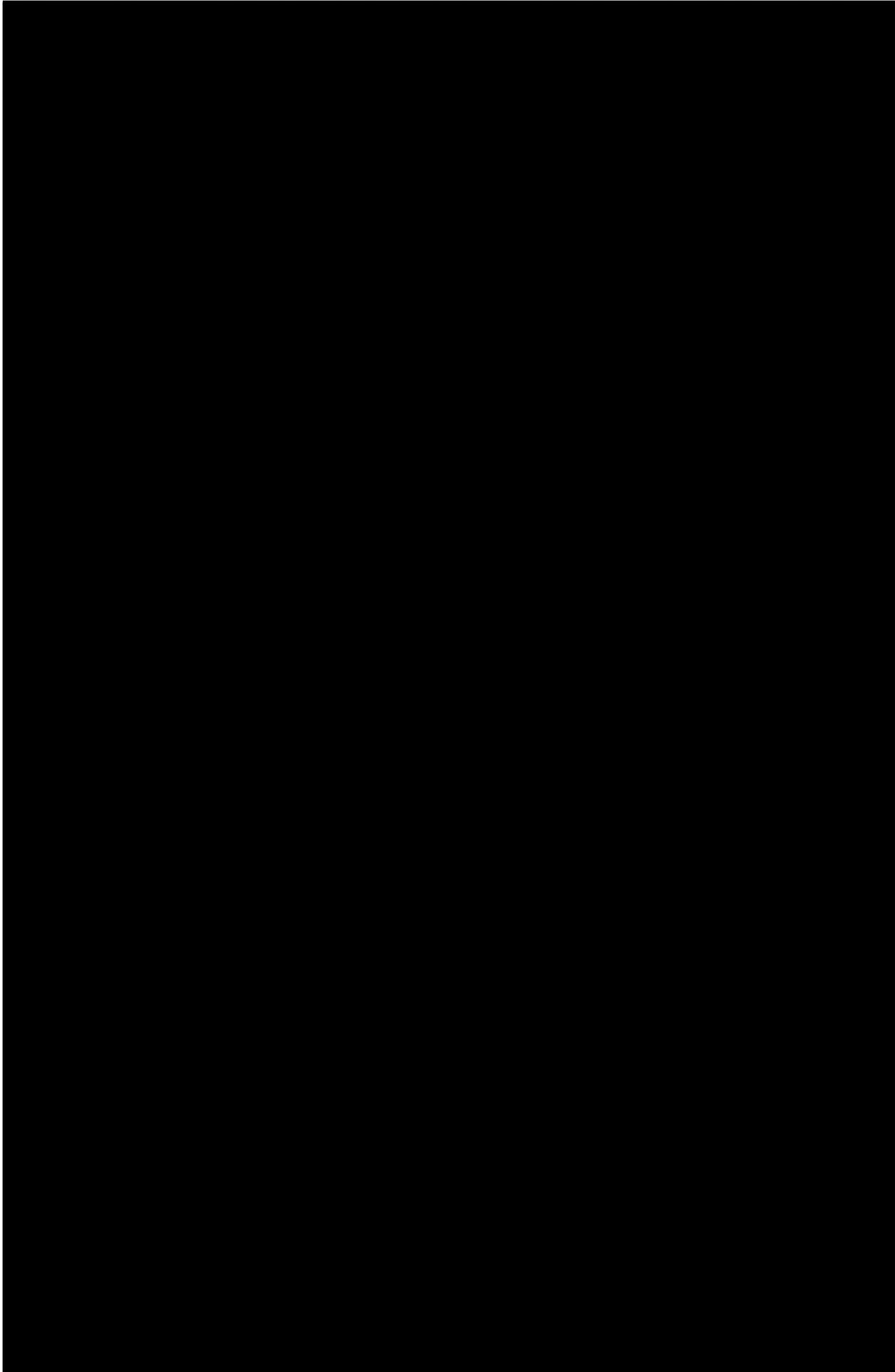


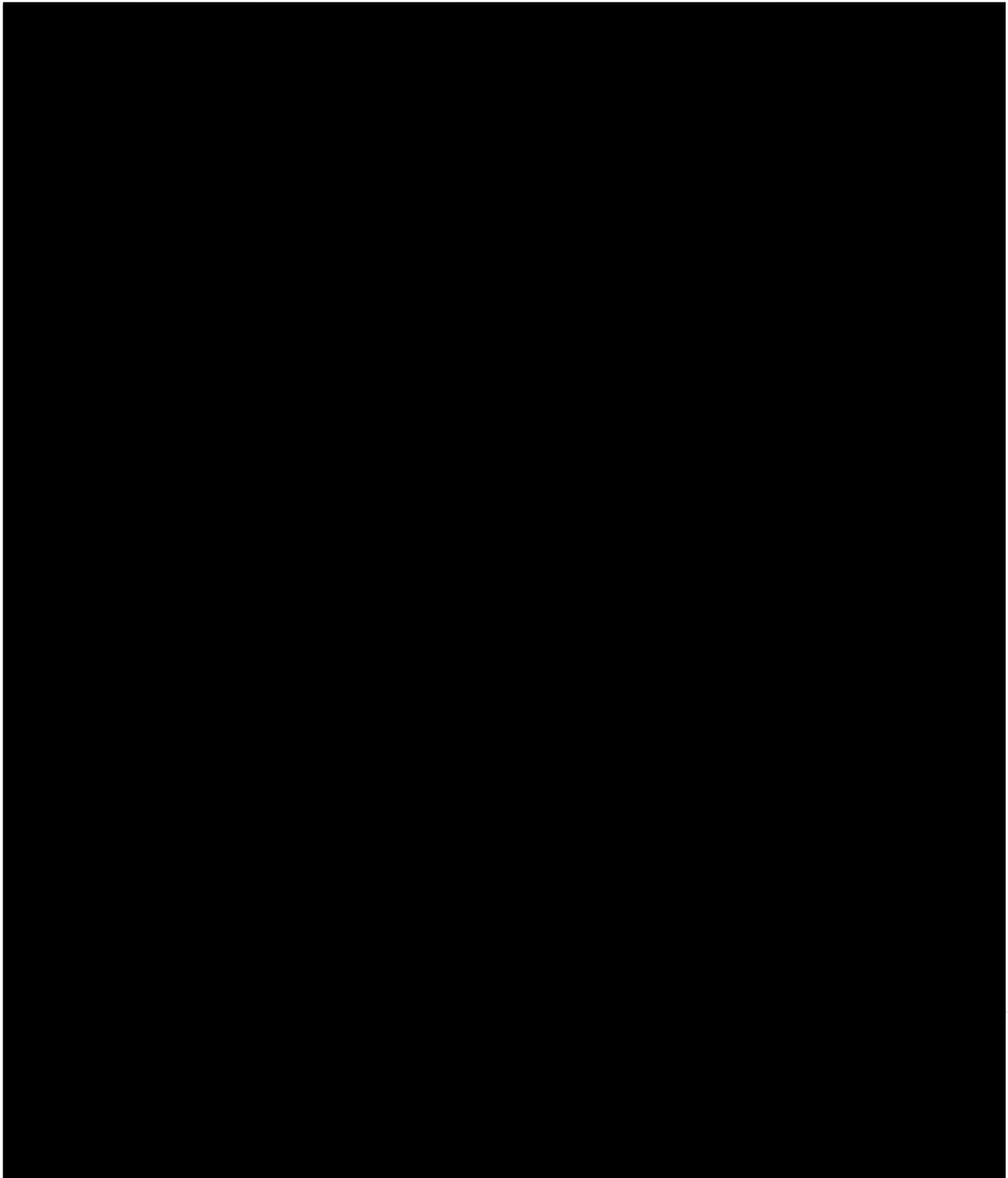


Question A01 B Co-Design and Activation

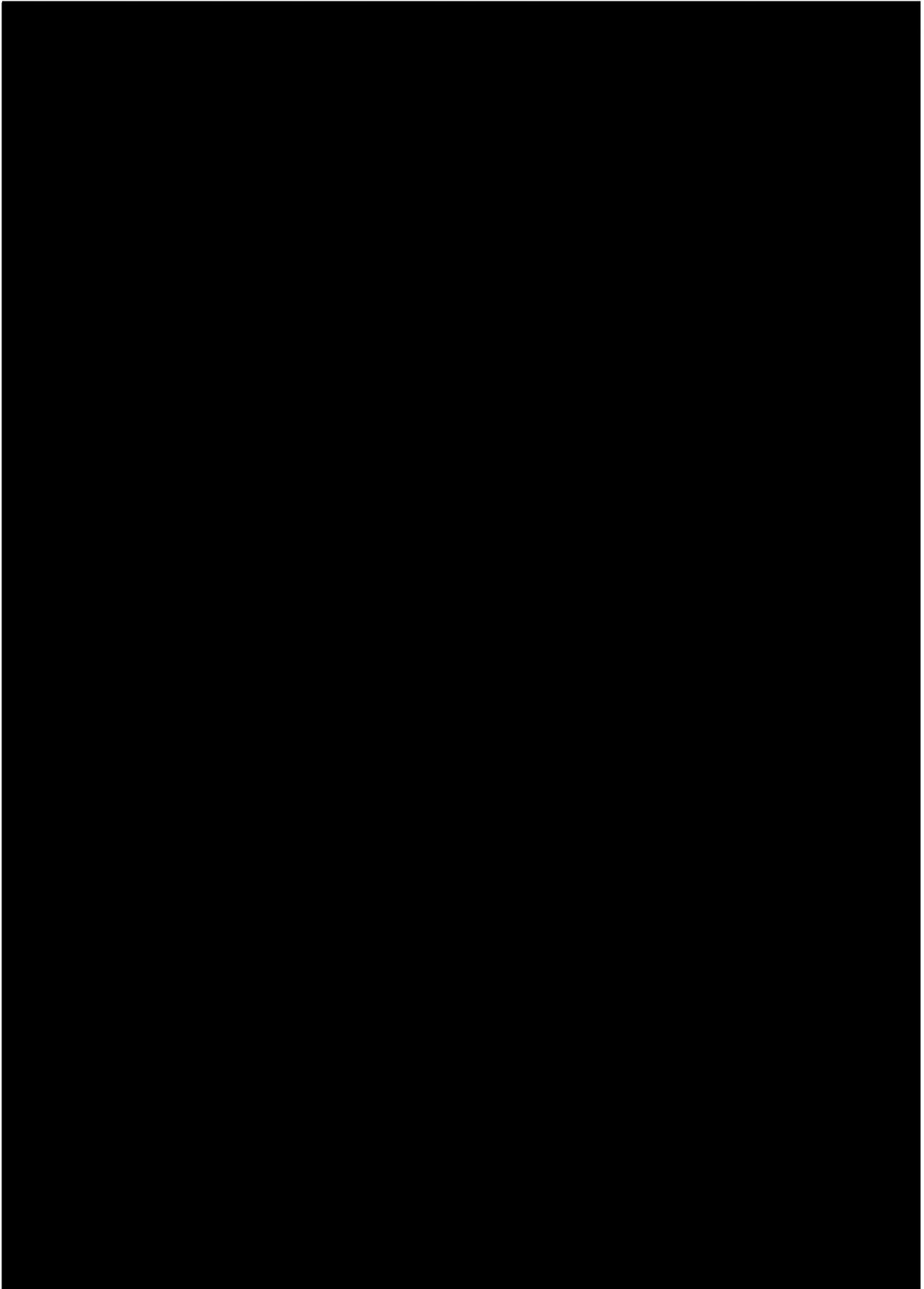


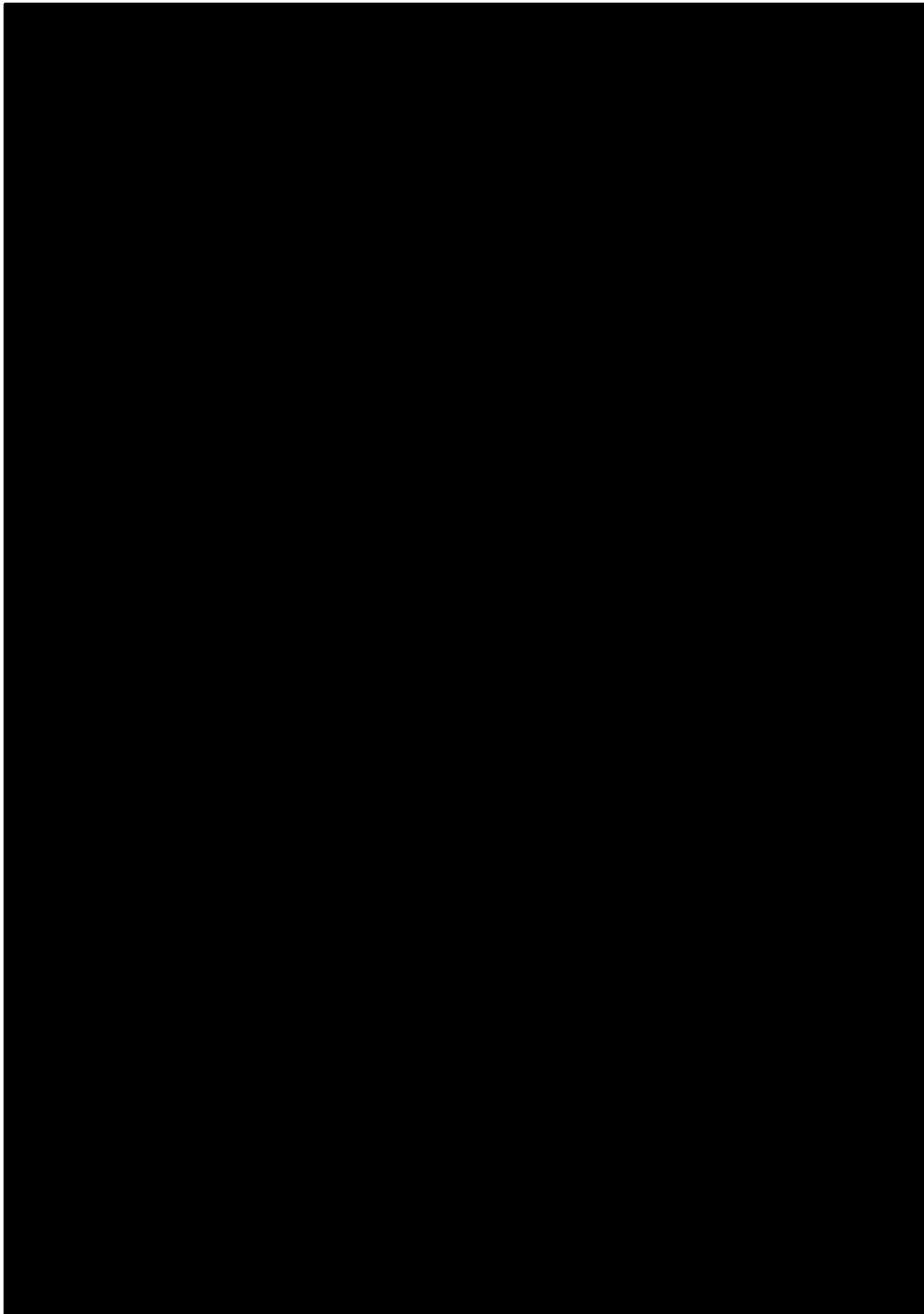


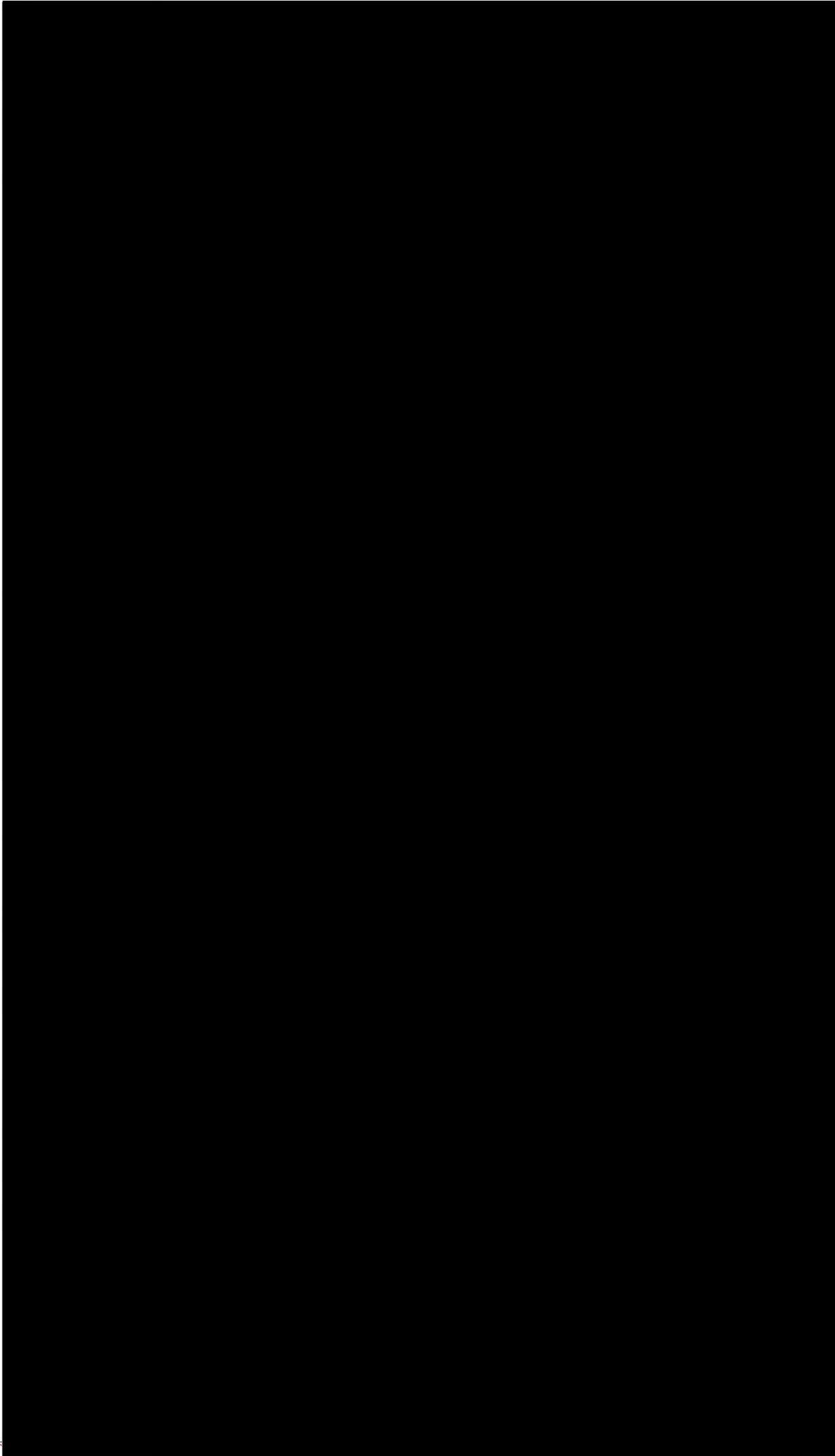


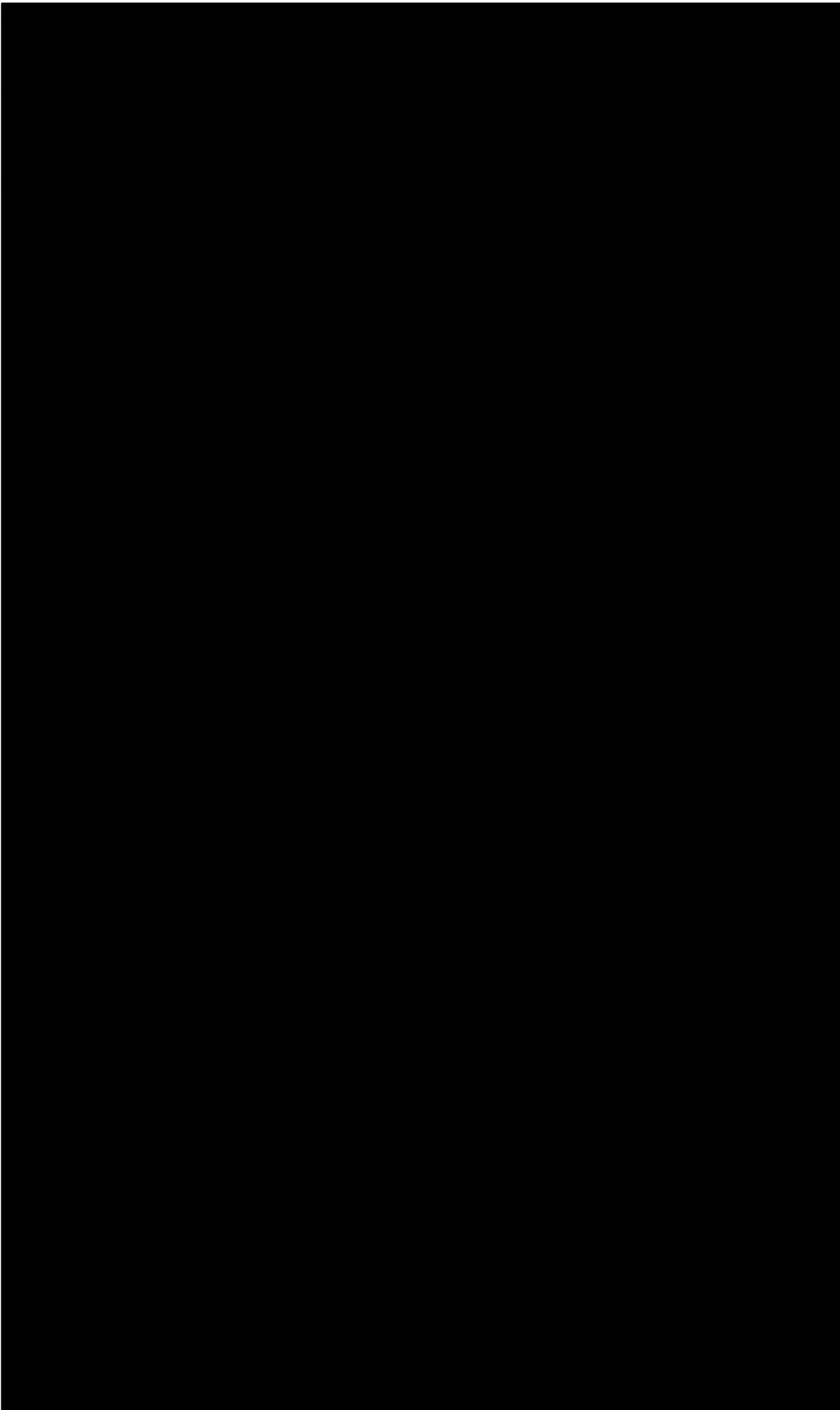


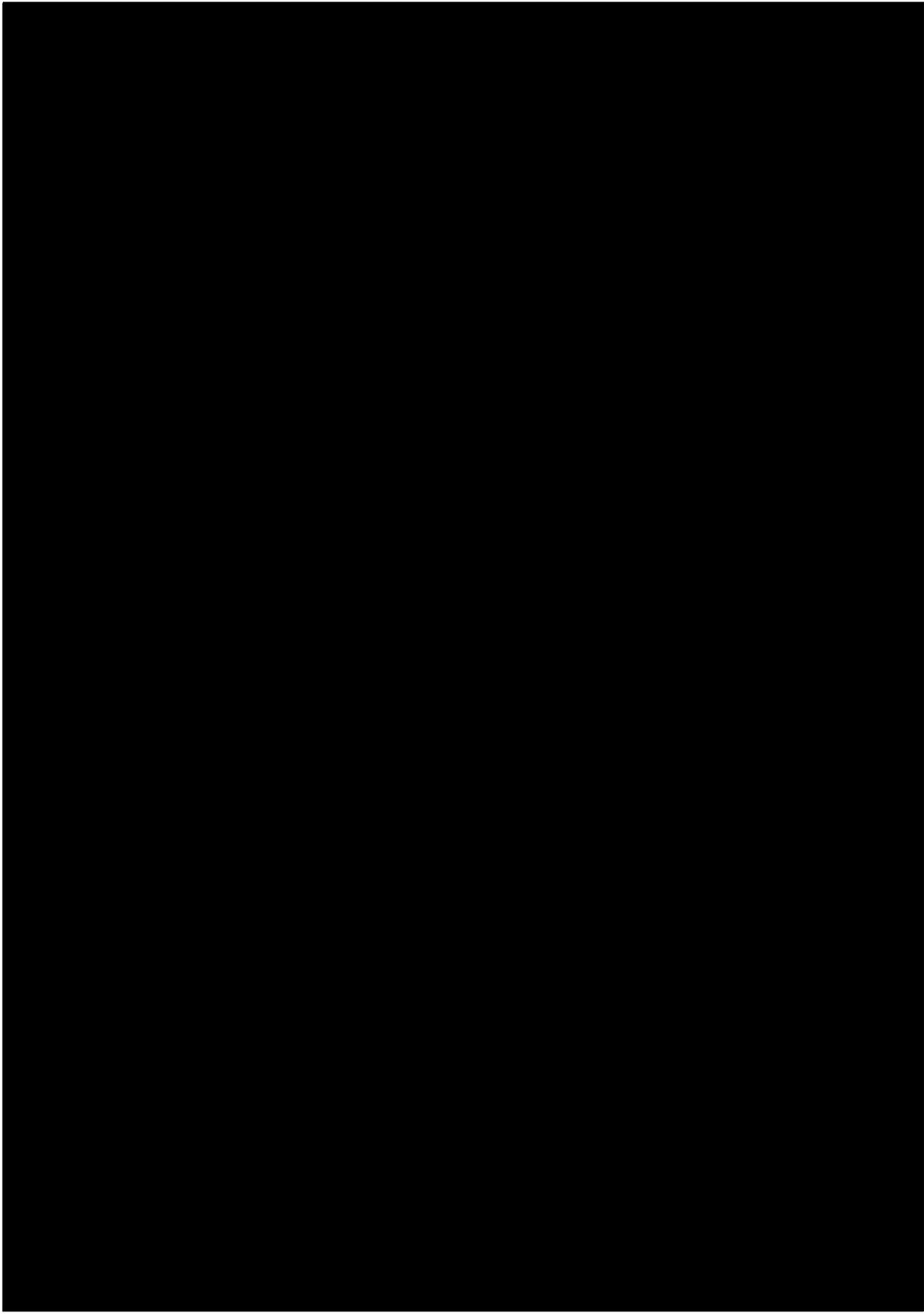
Question A01 C Stakeholder & Sponsorship Management

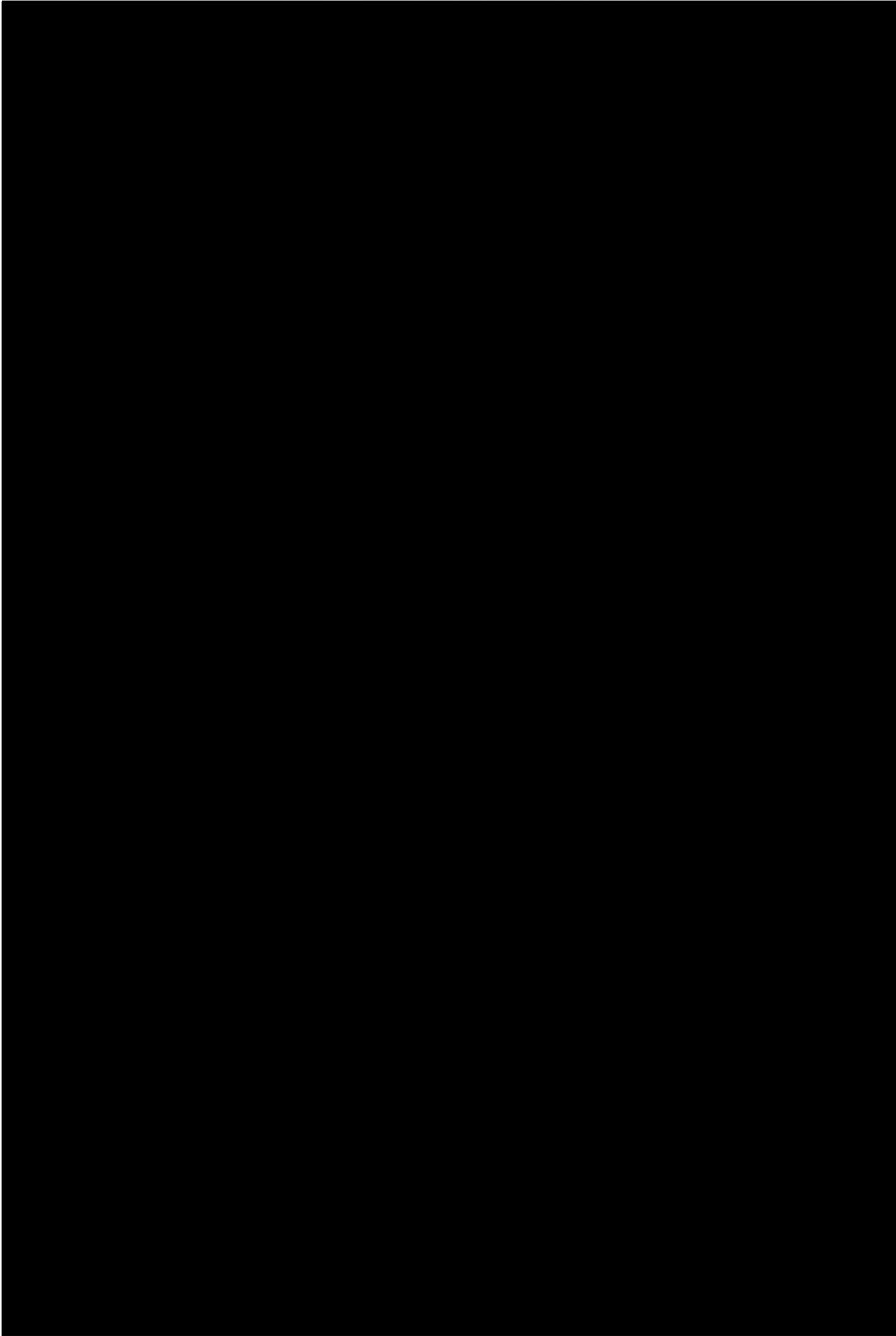


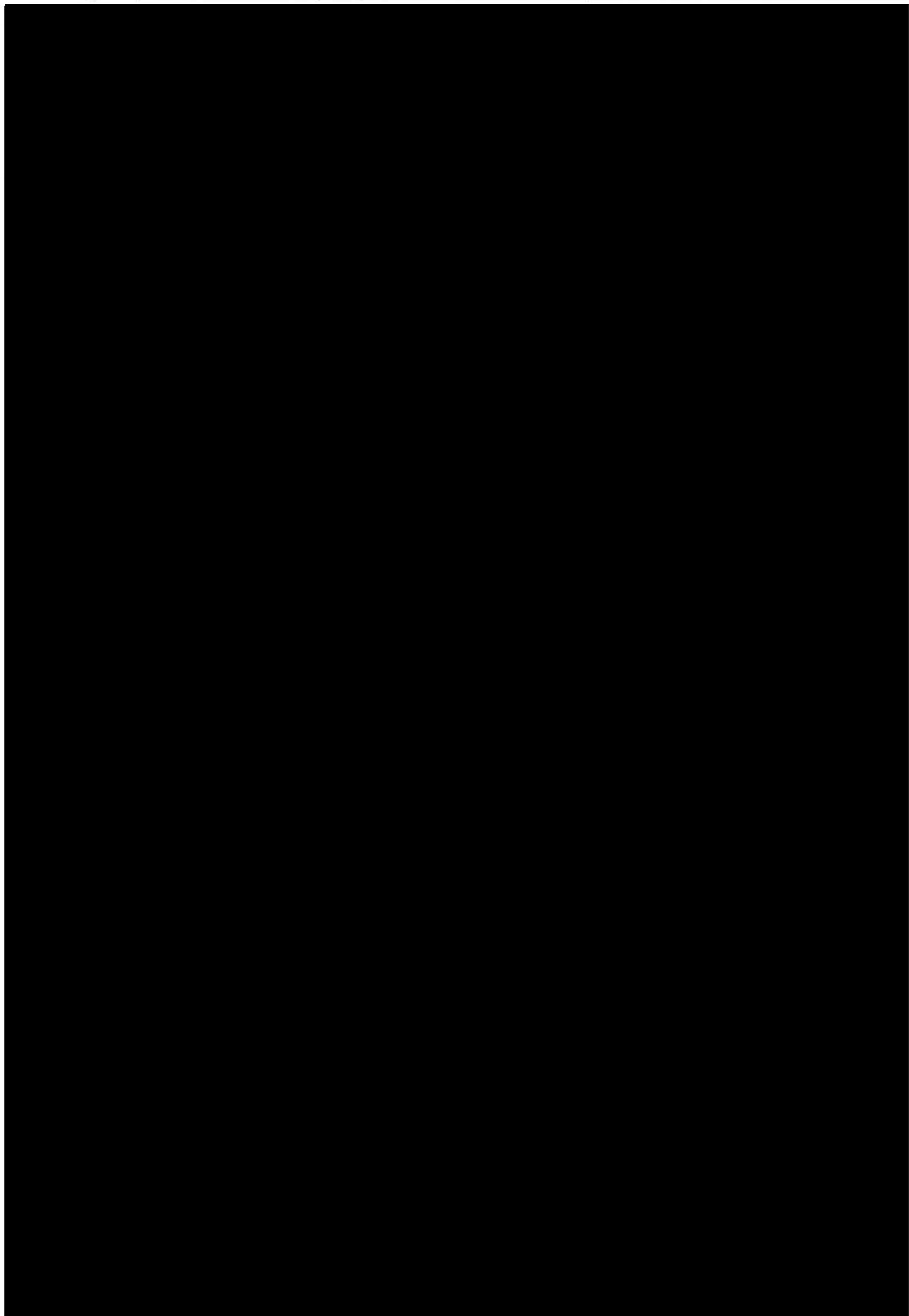






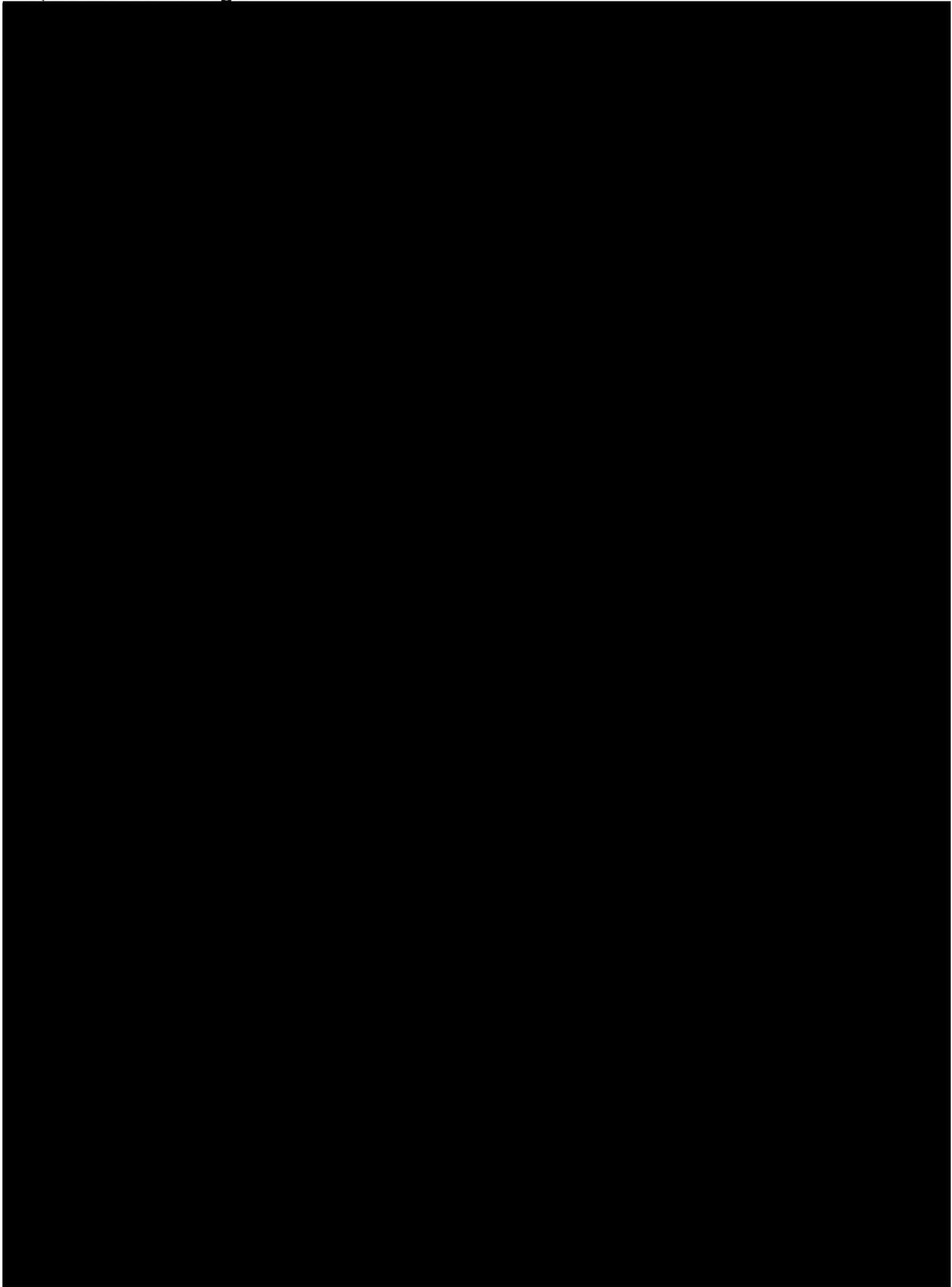
Question A01 E Finance Management

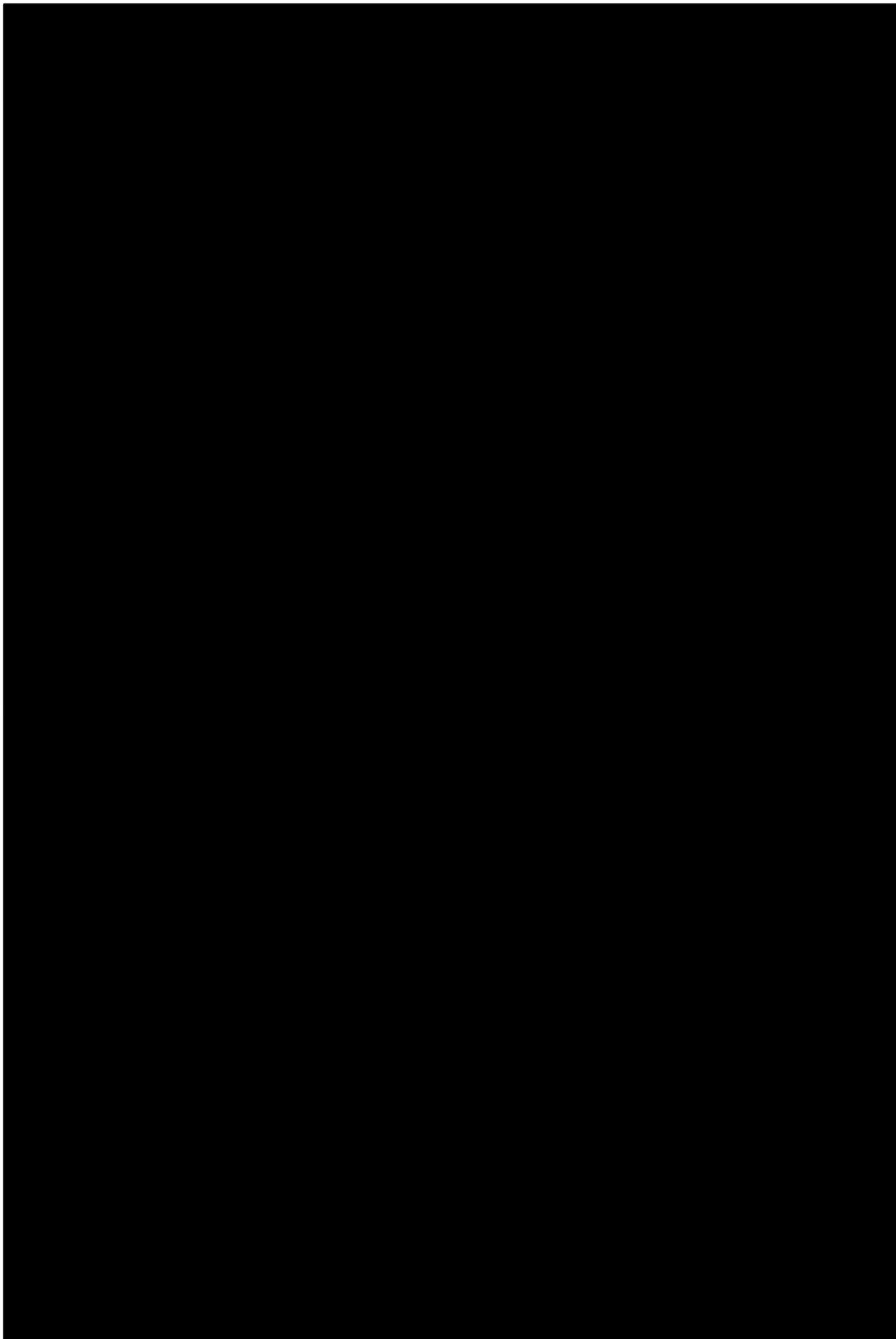


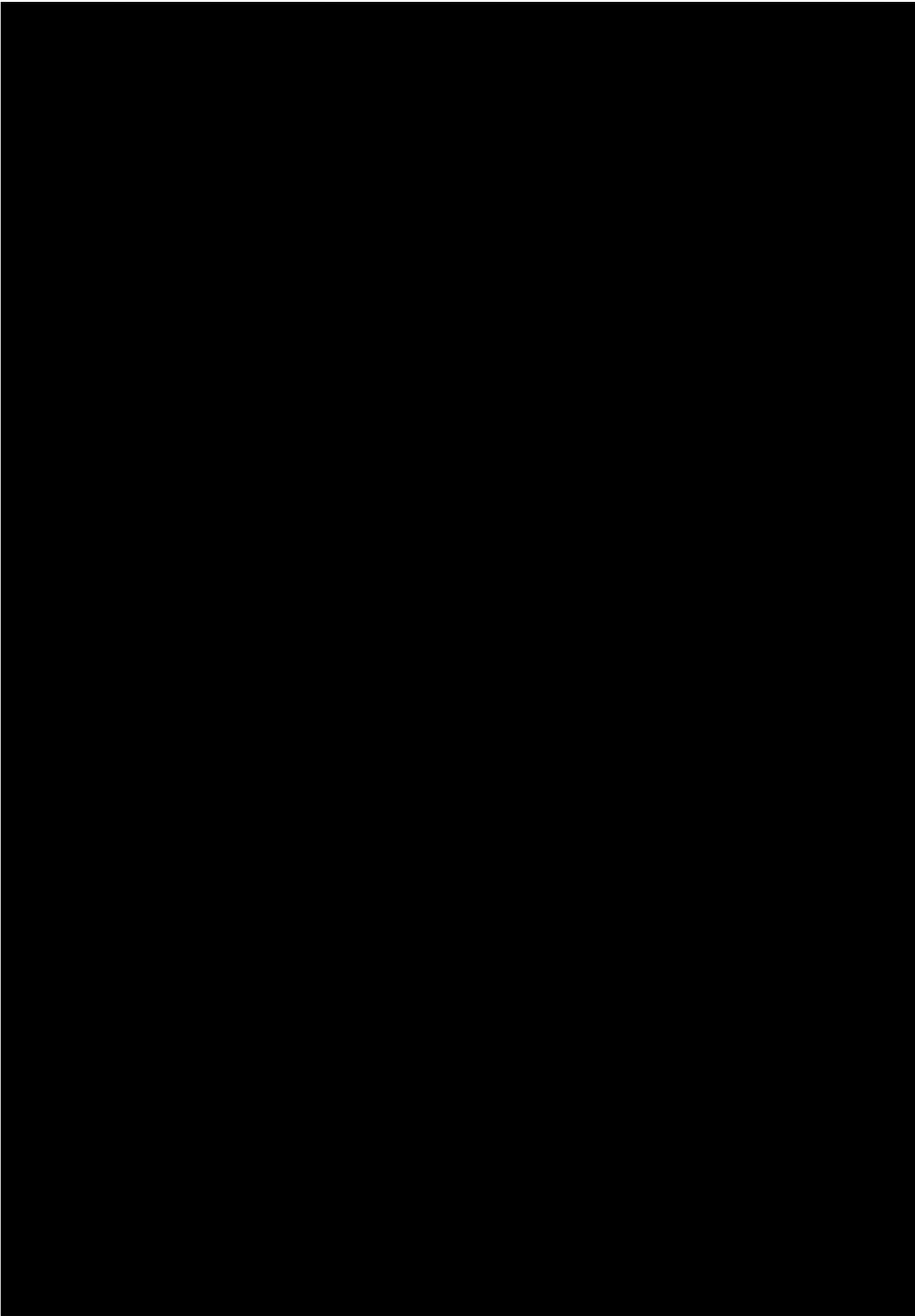


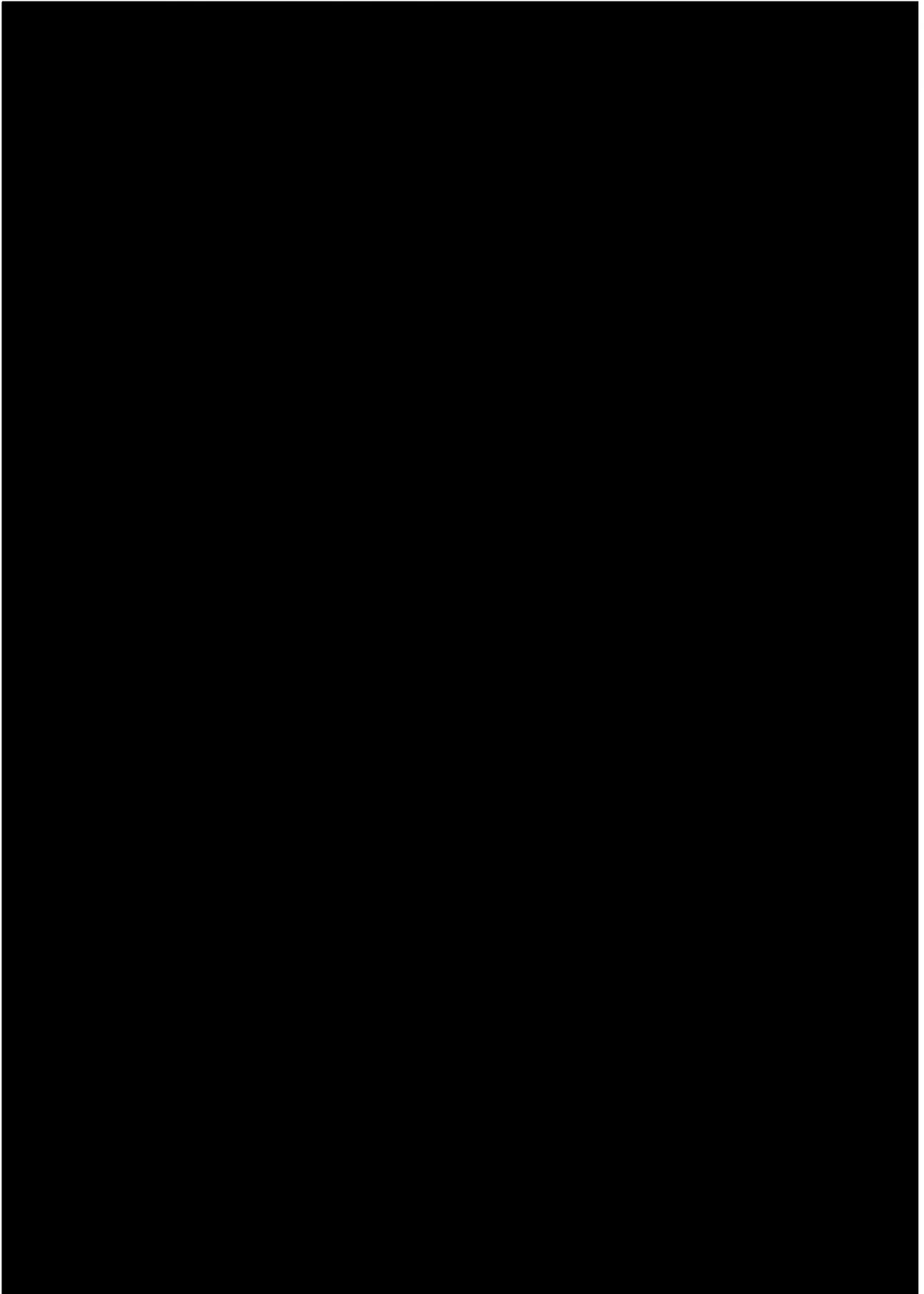


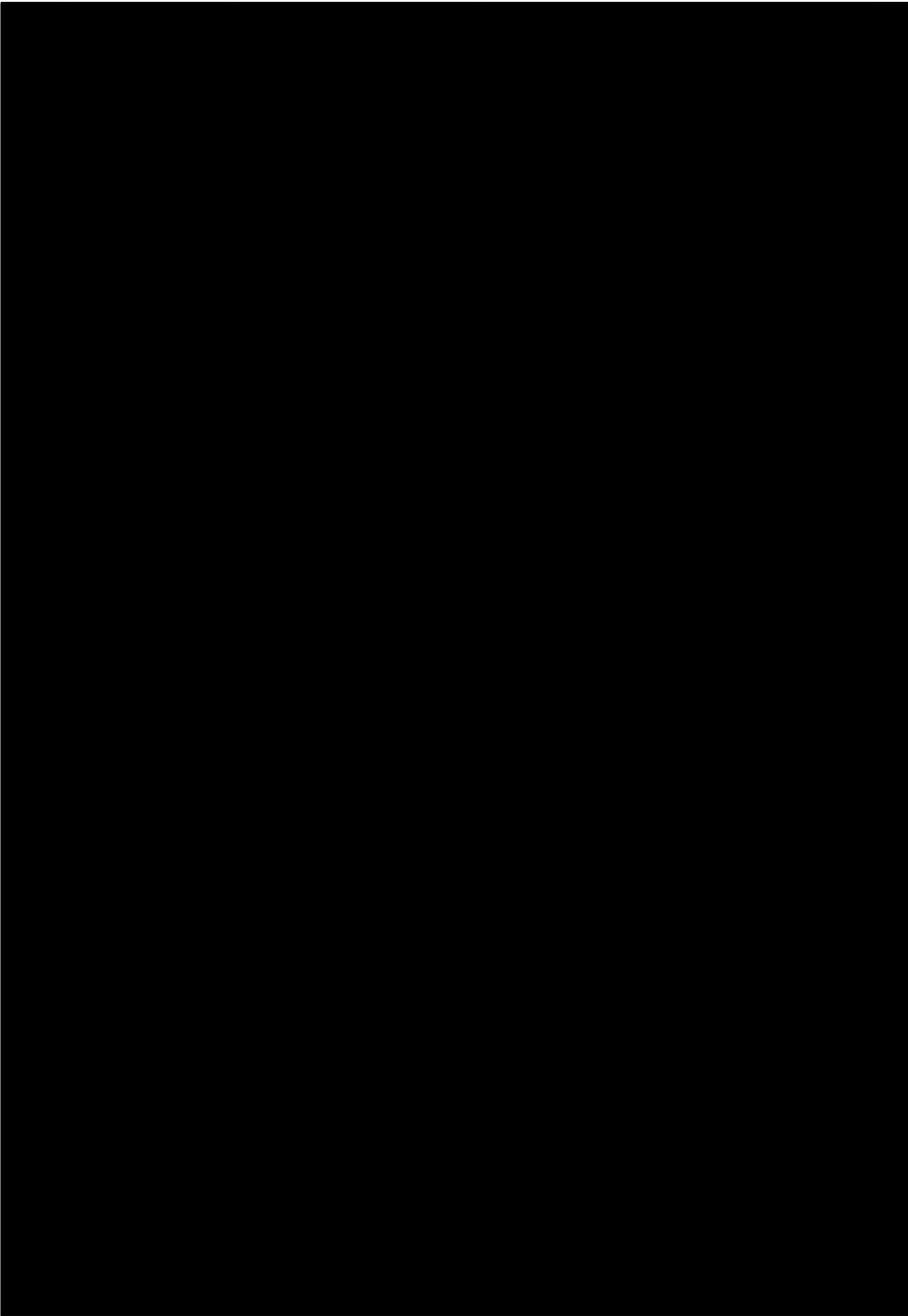
Question A02 A Logistics

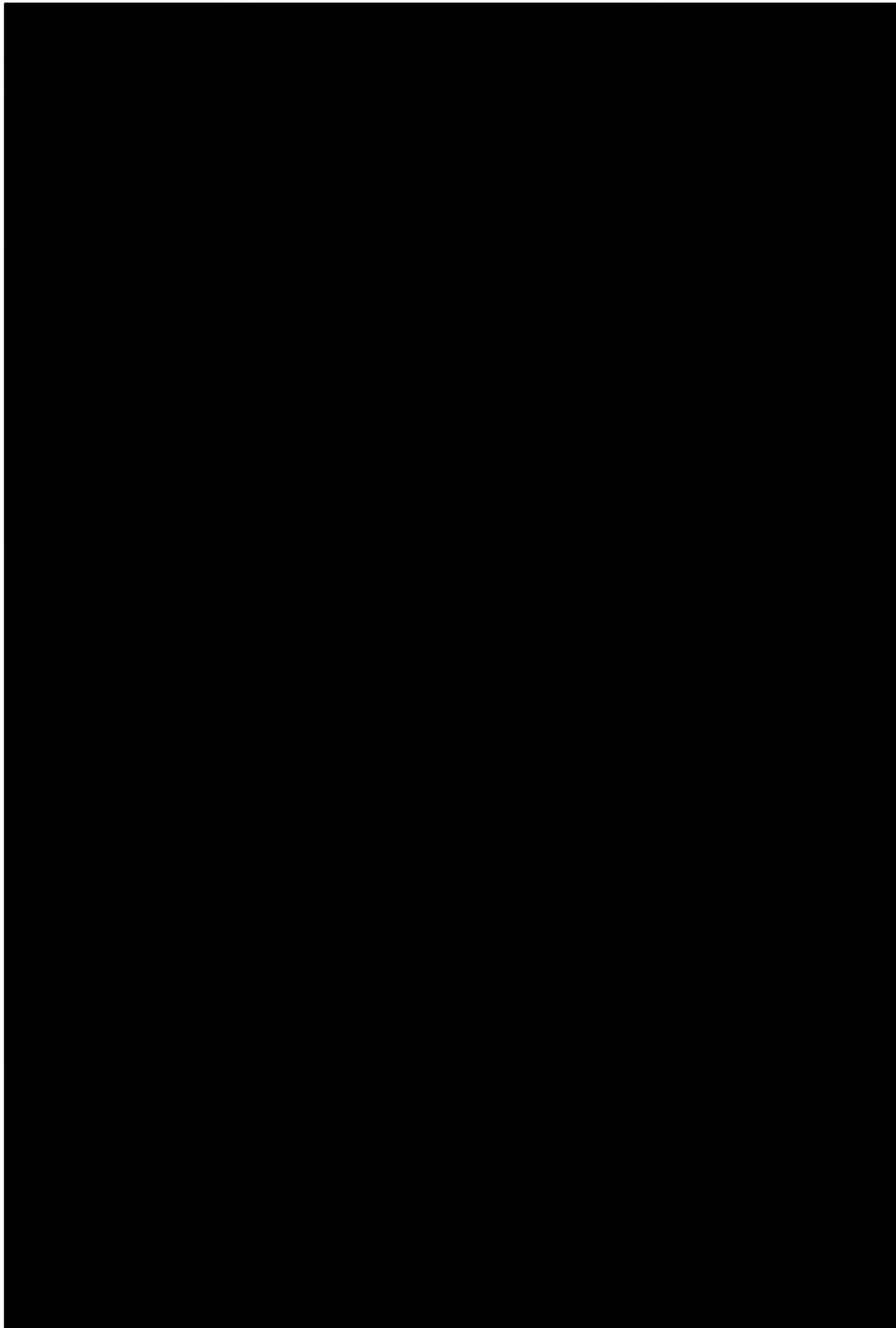


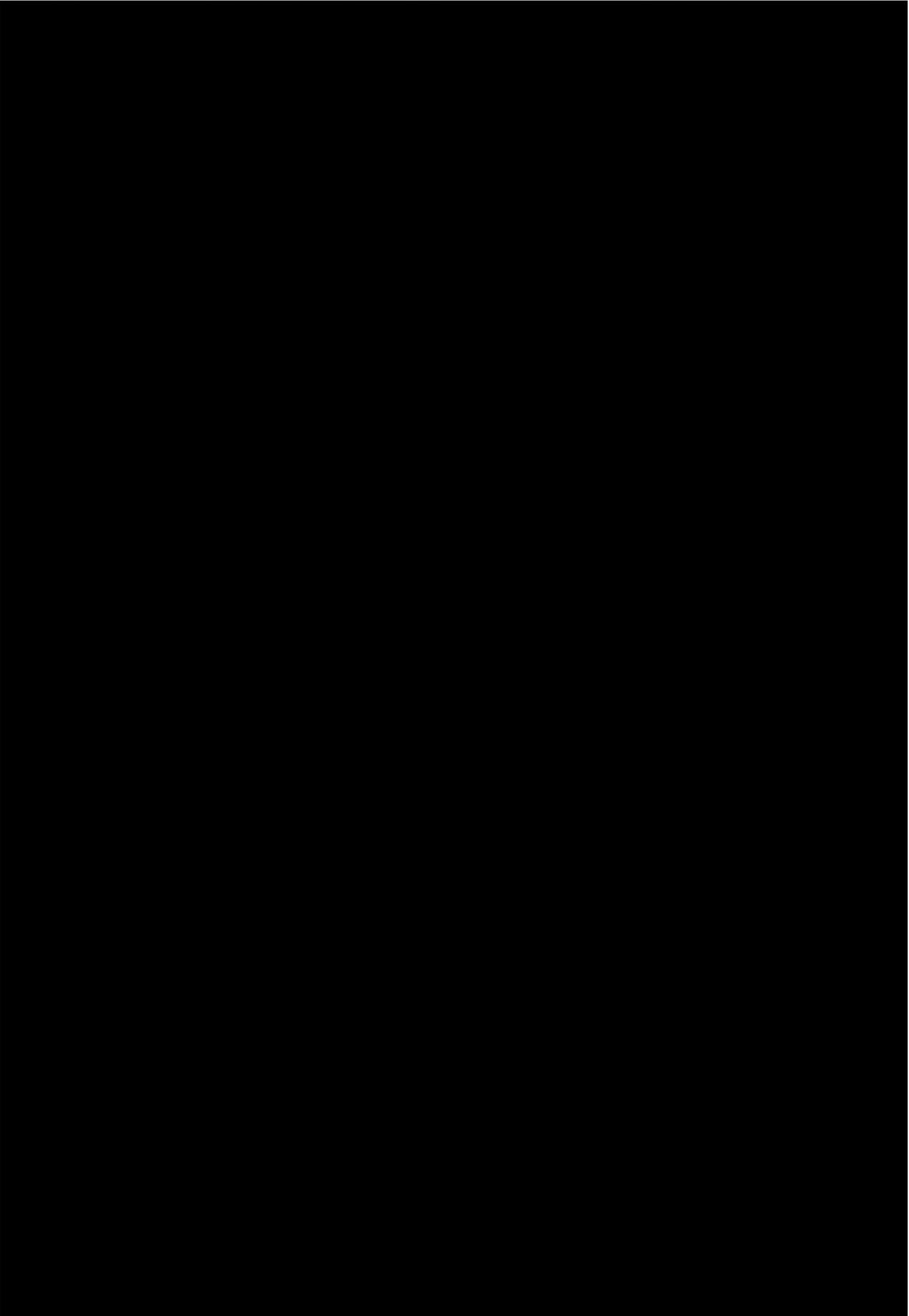


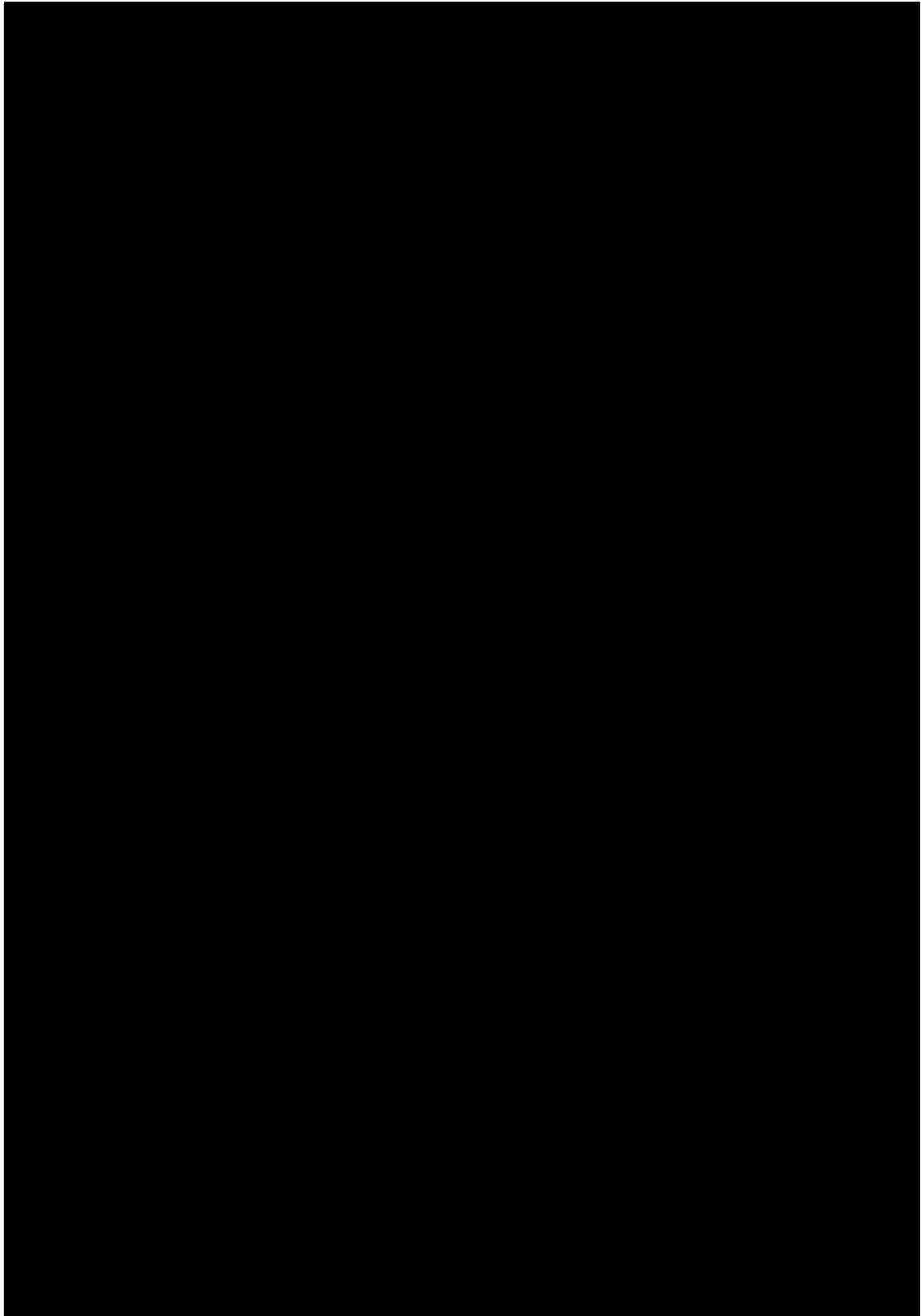




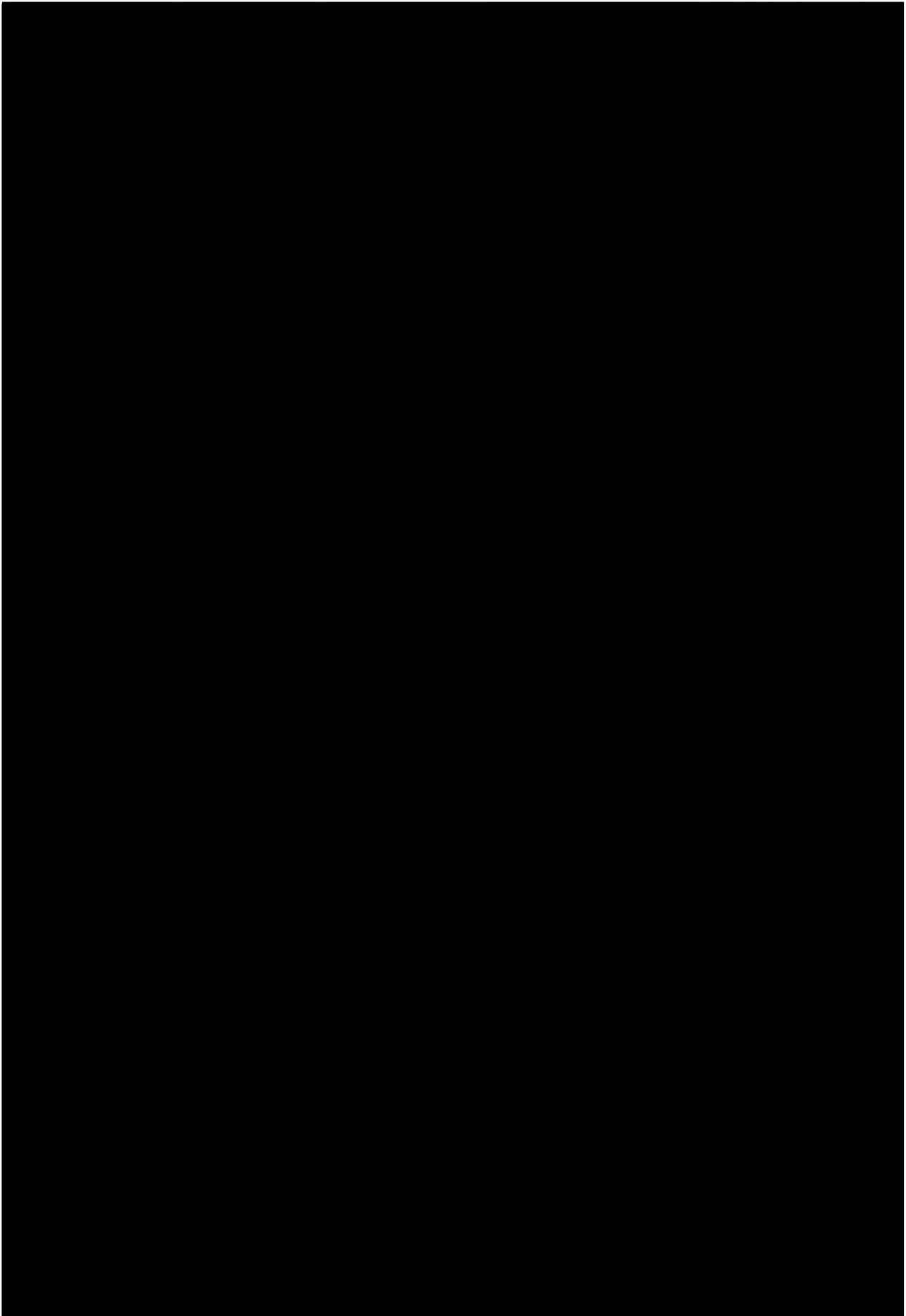


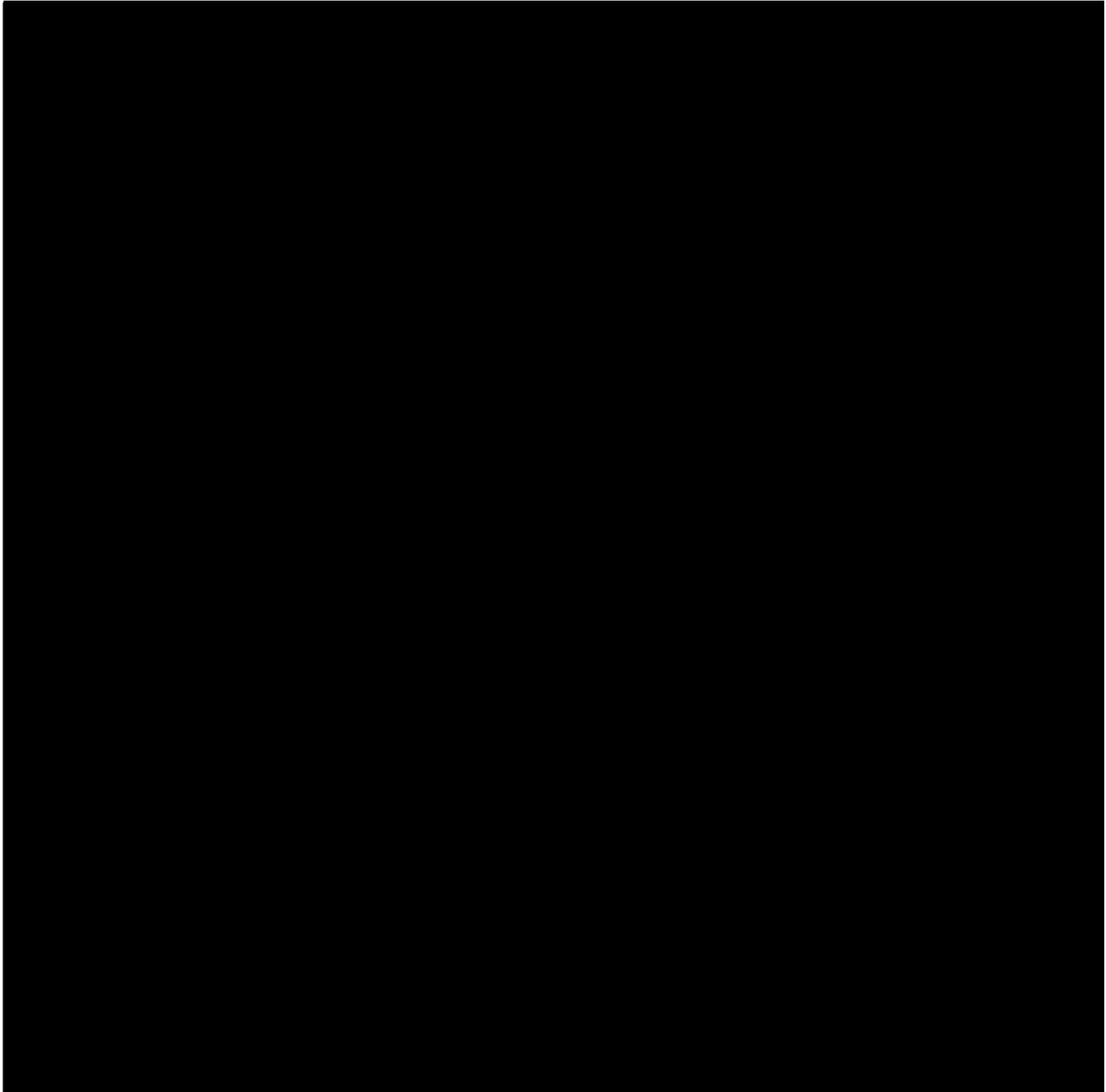




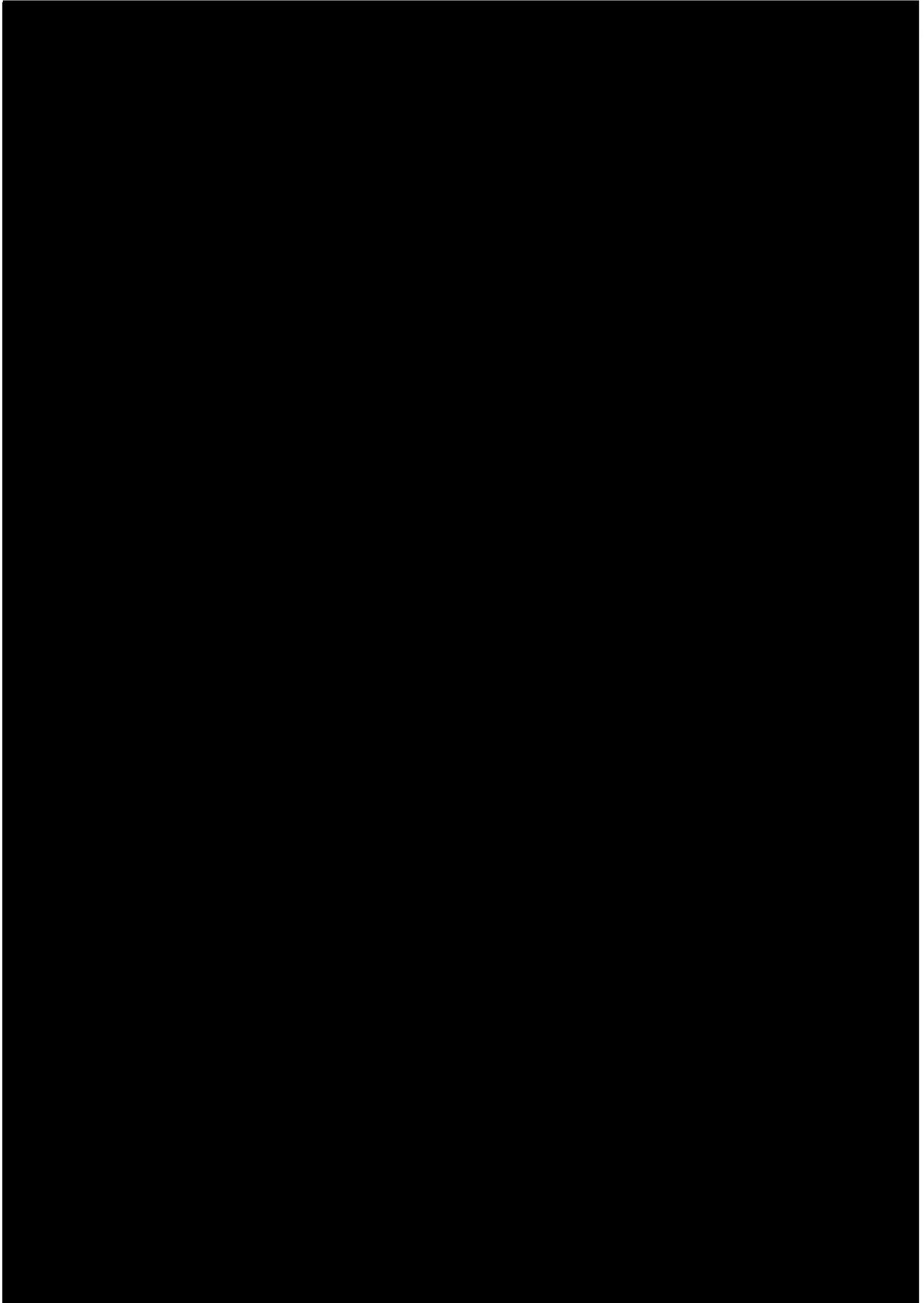


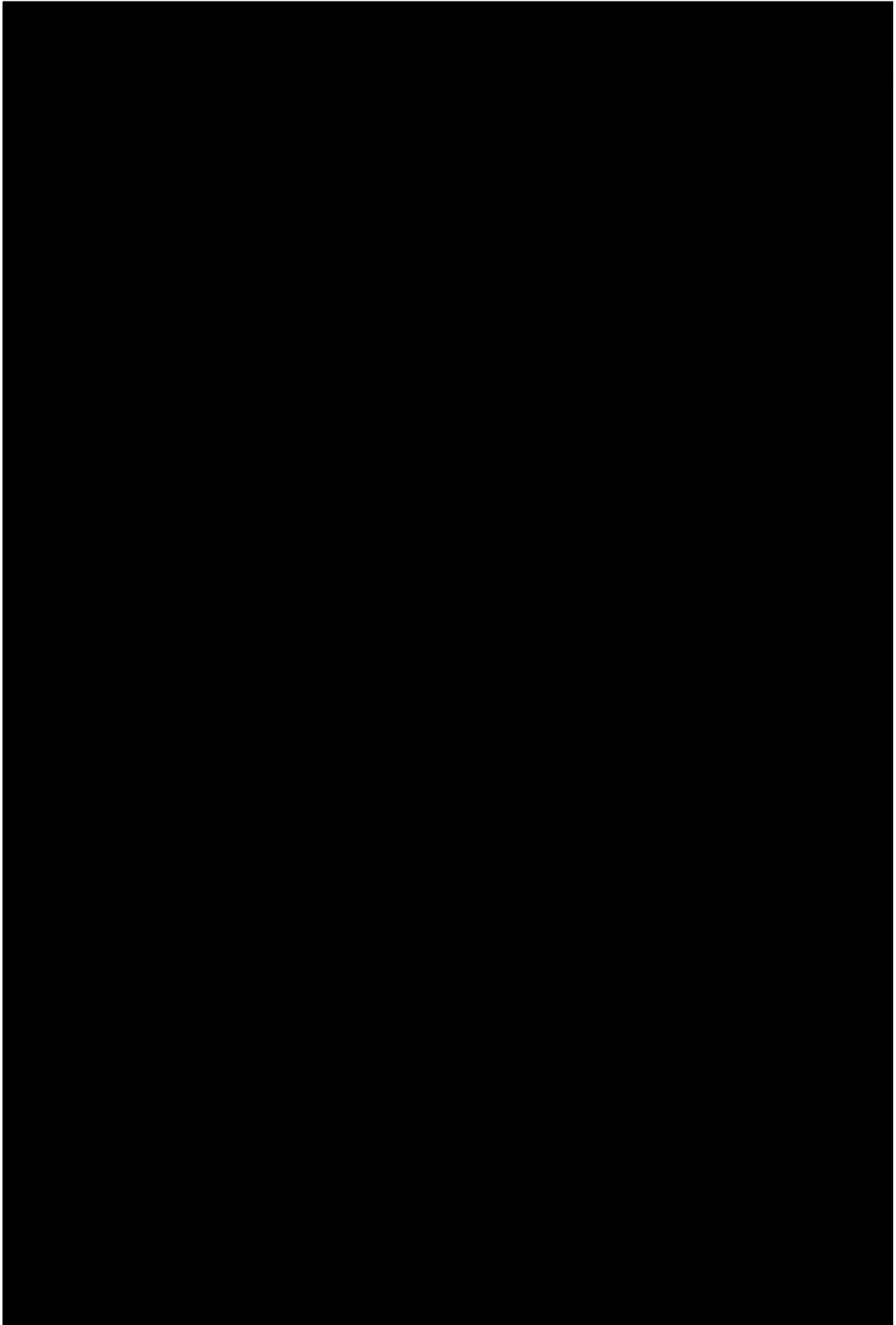
Question A02 C 2 Marketing & Communications, Content & Recruitment

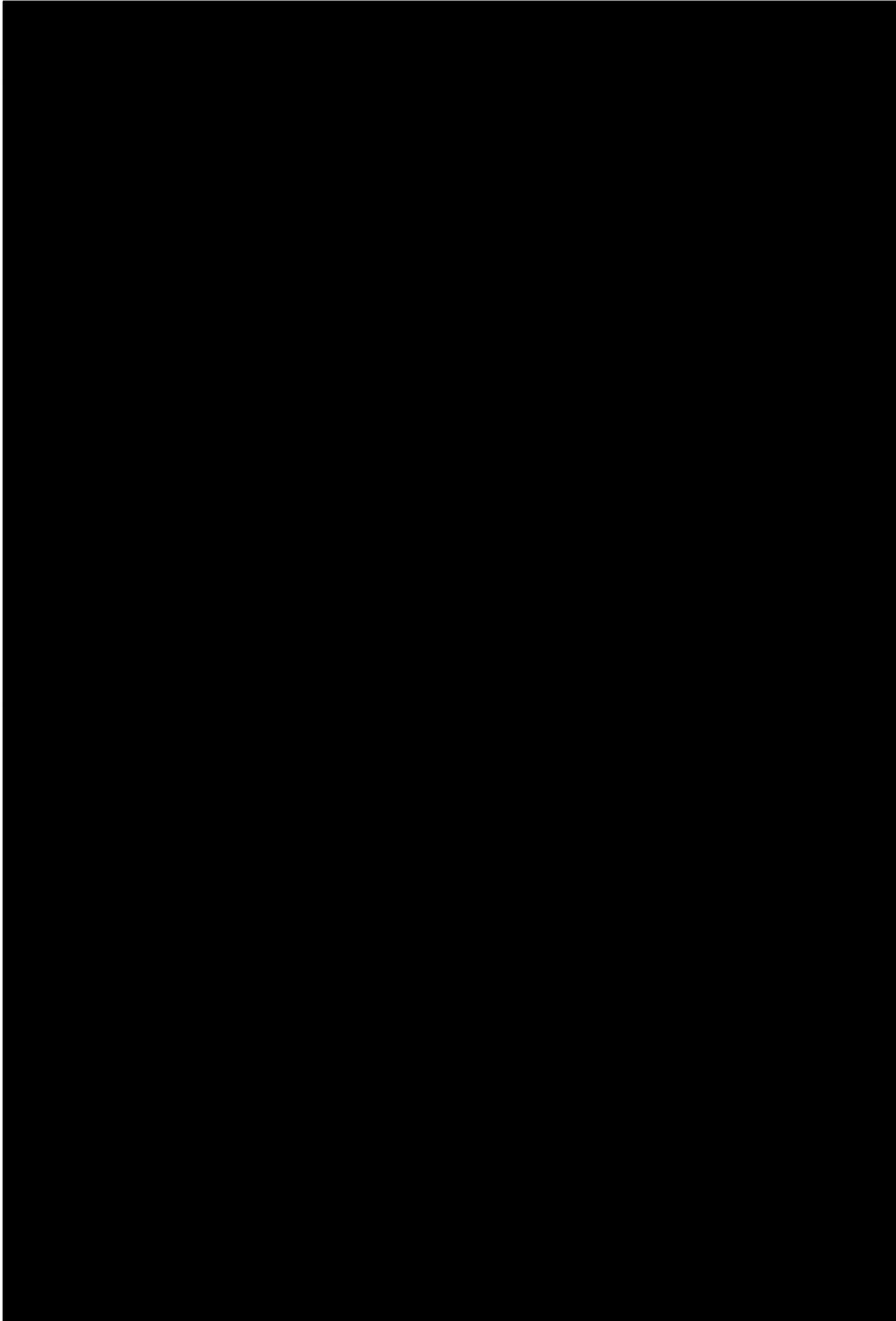


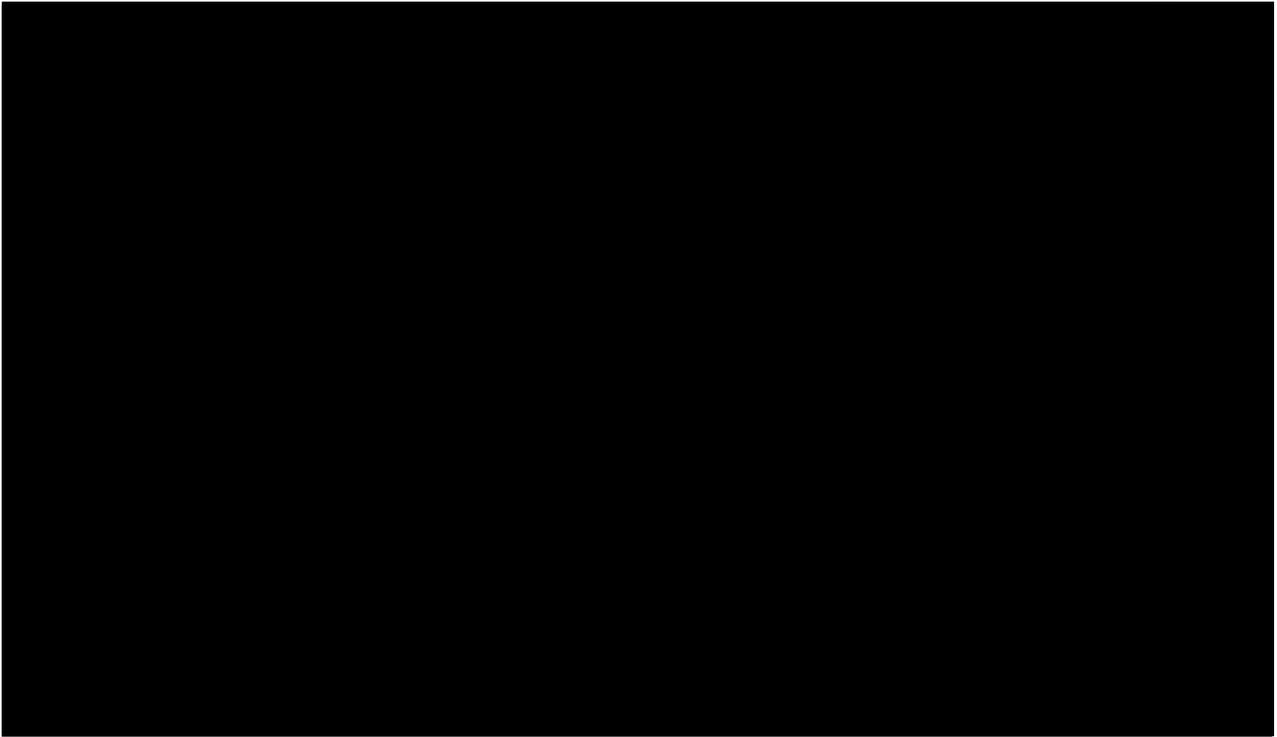


A03 Evaluation









Schedule 16

PRICING

- 1.1 This contract is awarded as a fixed price for the items listed in Table 1.
- 1.2 Following completion of the 'Co-Design' deliverable, the parties will agree the next deliverables and the Agency will provide quotes for such, to be approved by the Client, based on the Schedule of Rates in Table 2.
- 1.3 All quotes for any live events to be delivered at Expo 2020 Dubai must be inclusive of travel and subsistence, calculated in-line with the Client's travel and subsistence policy, (Schedule 14). For the avoidance of doubt, no other travel and subsistence costs are recoverable under this Contract.
- 1.4 The overall maximum budget for this Contract is three million pounds sterling (£3,000,000).

Table 1 – Fixed price elements

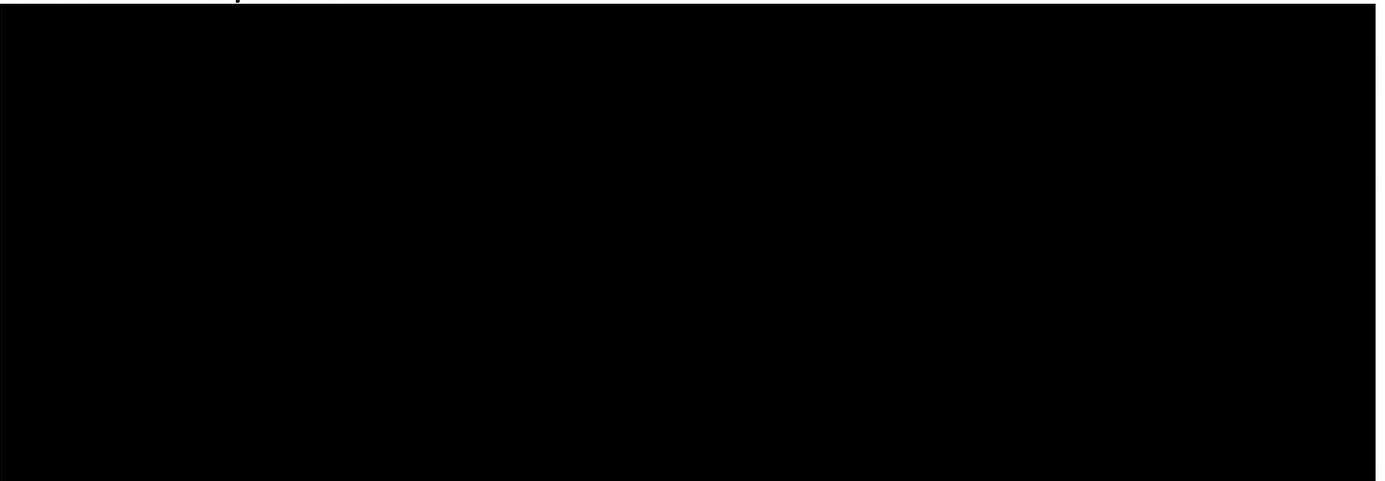
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Table 1a – Permanent Staff breakdown

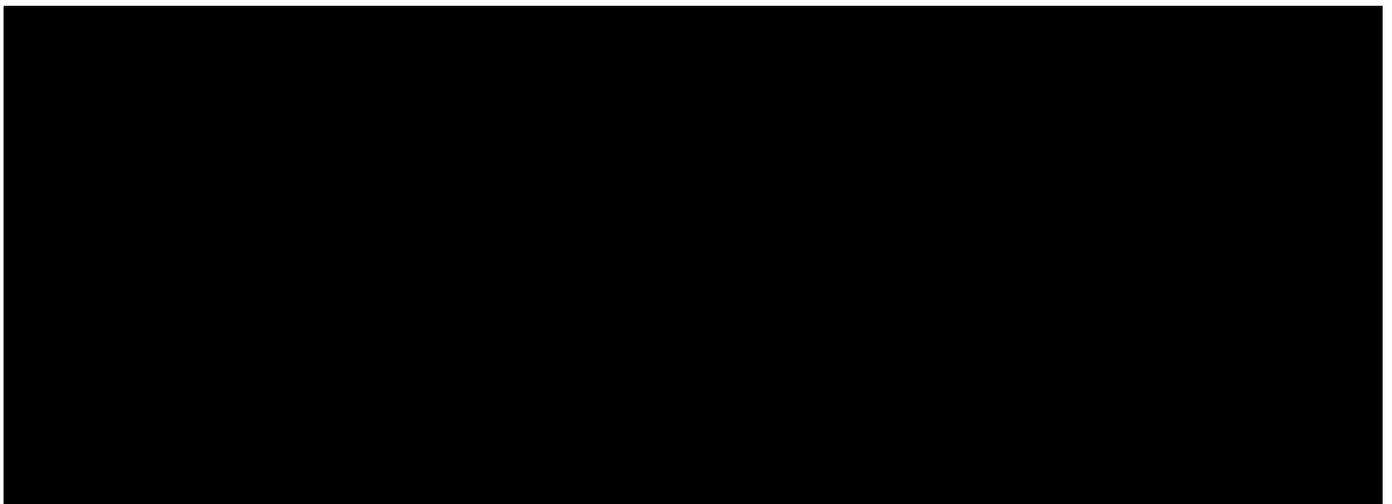
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Table 1b – Scoping breakdown

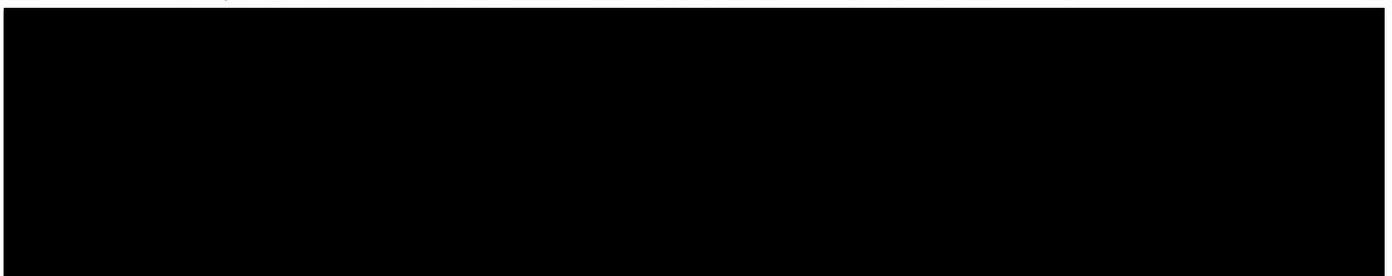
A large black rectangular redaction box covering the content of Table 1b.



Table 1c – Co-Design breakdown

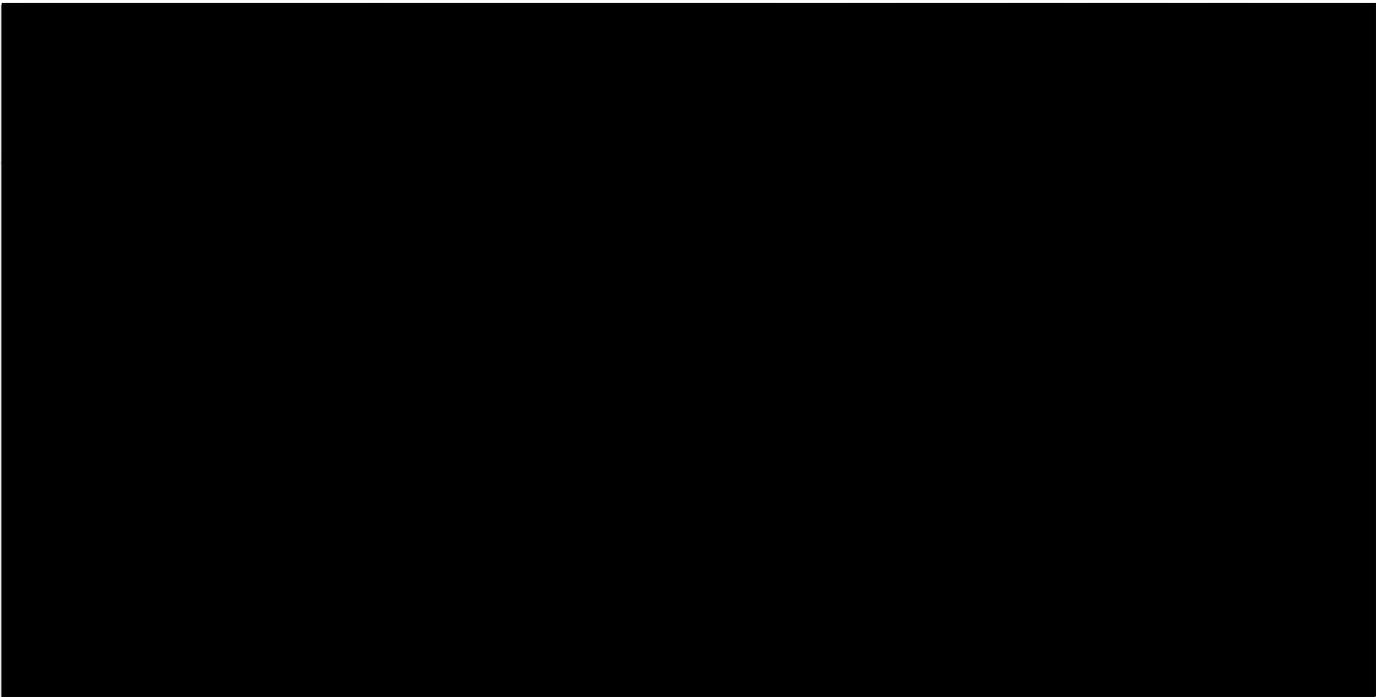


Table 2 – Schedule of Rates

