



UK Export  
Finance

UK Export Finance  
1 Horse Guards Road  
London  
SW1A 2HQ  
United Kingdom

Engine Partners UK LLP  
60 Great Portland Street  
London  
W1W 7RT

Dear [REDACTED],

### Letter of Appointment for the provision of UKEF Regional Marketing Services

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM3774) between CCS and the Agency, dated 16<sup>th</sup> December 2016.

Capitalised terms and expressions used in this letter have the same meanings as in the Call-Off Terms unless the context otherwise requires.

<b>Order Number:</b>	Contract Reference: CR_272 A purchase order will be issued with each Statement of Work (SoW or Statement) that is agreed between the Client and the Agency
<b>From:</b>	The Export Credits Guarantee Department, acting as U.K. Export Finance.
<b>To:</b>	Engine Partners UK LLP ("Agency")
<b>Effective Date:</b>	29 June 2020
<b>Expiry Date:</b>	End date of Initial Period: 28 June 2022 Extensions available: 2

Maximum length of each extension: Twelve (12) months  
 Maximum Extension Expiry Date: 28 June 2024  
 Minimum written notice to Agency in respect of extension: Thirty (30) days  
 The Client may extend the Call-Off Contract for a period which is shorter than the permitted 12 month extension and/or extend the Call-Off by using a number of shorter extension periods, as needed, up to the maximum length of each overall extension available.

**Services required:** Set out in Section 2 (Services offered) and refined by: Schedule 2 (Specification of Services); Schedule 9 (Agency Response); and individual Statements of Work that shall be incorporated throughout the term of this Call Off Contract by agreement between the parties. Schedules 2 and 9 replace Annexes A and B of this Letter of Appointment respectively.

<b>Key Individuals:</b>	<b>Name</b>	<b>Party</b>	<b>Title</b>	<b>Role</b>
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]


<b>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</b>	<p>The total maximum value of this Call-Off Contract is £7,350,000.00 (seven million three hundred and fifty thousand pounds sterling) which includes all charges associated with the delivery of the Services, including the CCS 1% management fee. This is exclusive of VAT. The total maximum value includes any extensions and will be available from the commencement of the contract. The Client does not commit to spending up to this value.</p> <p>Charges will be agreed on a Statement-by-Statement basis between the Client and the Agency. The Agency will ensure the charges are based on the established Schedule of Rates for this Call-Off Contract in Schedule 10 (Call-Off Contract Charges) of the Call-Off Contract Terms. The Agency must not exceed these rates but is encouraged to offer discount where possible.</p> <p>The Agency will not apply a mark-up or management fee to any costs incurred via provision of the Services through a partner agency or a subcontracted agency. The Agency will ensure all rates of partner agencies or subcontracted agencies are in line with the Schedule or Rates in Schedule 10.</p> <p>All other costs applicable to each Statement will be agreed between the Client and the Agency at the time the Statement is agreed.</p>
<b>Liability</b>	<p>Agency Liability: For the purposes of Clause 18.2.1, 18.2.2 and 18.2.3, the figure specified in the Letter of Appointment shall be £2,300,000.00</p> <p>Client Liability: see Clause 18.4 of the Call-Off Terms</p>
<b>Insurance Requirements</b>	<p>Additional public liability insurance to cover all risks in the performance of the Call-Off Contract, with a minimum limit of £2million for each individual claim.</p> <p>Additional employers' liability insurance with a minimum limit of £5million indemnity.</p> <p>Additional professional indemnity insurance adequate to cover all risks in the performance of the Call-Off Contract with a minimum limit of indemnity of £1million for each individual claim</p>
<b>Client billing address for invoicing:</b>	<p>All invoices should be sent, quoting a valid Purchase Order (PO) number to</p> <p style="background-color: black; color: black;">[REDACTED]</p>

<b>GDPR</b>	See Call-Off Contract Terms and Conditions Schedule 8 (Authorised Processing Template)
<b>Alternative and/or additional provisions:</b>	<p>The following Schedules have been appended to the Call-Off Contract Terms and conditions:</p> <ul style="list-style-type: none"> <li>• Schedule 9 – Agency Response</li> <li>• Schedule 10 – Call-Off Contract Charges</li> <li>• Schedule 11 – Agreed Statement of Work Format Template</li> <li>• Schedule 12 – Travel &amp; Subsistence</li> <li>• Schedule 13 – Governance &amp; Contract Management</li> <li>• Schedule 14 – Performance Management Framework</li> <li>• Schedule 15 – Approved Subcontractors List</li> <li>• Schedule 16 – Commercially Sensitive Information</li> </ul>

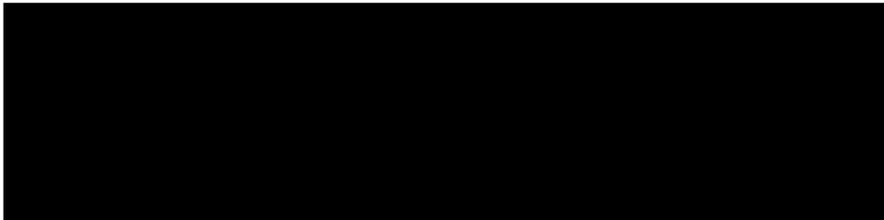
**FORMATION OF CALL OFF CONTRACT**

**BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter a Call-Off Contract with the Client to provide the Services in accordance with the terms of this letter and the Call-Off Terms.**

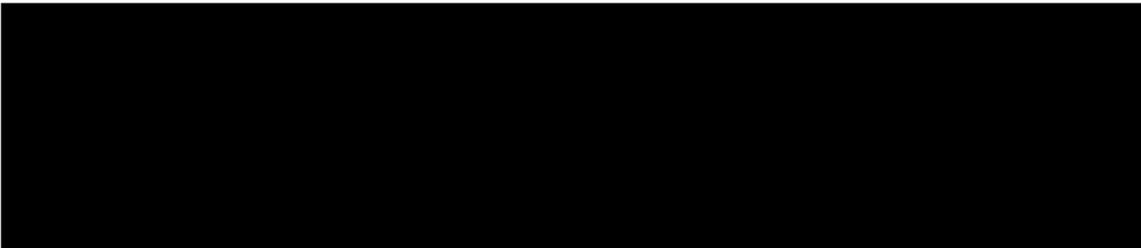
**The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Terms.**

**The Parties hereby acknowledge and agree that this Call-Off Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.**

**For and on behalf of the Client: UK Export Finance**



**For and on behalf of the Agency: Engine Partners UKLLP**



## **ANNEX A**

**Client Brief – See Schedule 2 (Specification of Services) of the Call-Off Terms**

**ANNEX B**

**Agency Proposal – See Schedule 9 (Agency Response) of the Call-Off Terms**

**Part 1: Call-Off Terms**

The Call-Off Terms are attached to this Letter of Appointment.

**UKEF REGIONAL MARKETING SERVICES**

**UK EXPORT FINANCE**

**AND**

**ENGINE PARTNERS UK LLP**

**CALL-OFF CONTRACT TERMS AND CONDITIONS**

**CCS FRAMEWORK RM3774 – CAMPAIGN SOLUTIONS**

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## Call-Off Contract –Call-Off Terms

This Call-Off Contract is made on the 29th day of June 2020 between:

The Export Credits Guarantee Department, acting as U.K. Export Finance. with offices at 1 Horse Guards Road, London, SW1A 2HQ (“the **Client**”);

and

Engine Partners UK LLP a limited liability partnership registered in England and Wales with number OC365812 whose registered office is at 60 Great Portland Street, London, W1W 7RT (“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 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 (including all Schedules) and any Statement of Work will become binding.

### 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 (SoW).
- 1.2. Subject to Clause 1.4 the Parties may agree new Projects to be delivered under this Call-Off Contract by agreeing a new SoW. This must be done in writing and using the form set out at Schedule 11. Once both Parties have signed a SoW, it automatically forms part of this Call-Off Contract.
- 1.3. Any schedule attached to an agreed SoW will describe in detail the different types of Services to be provided under that SoW. A schedule attached to a SoW only applies to the relevant Project to be delivered under that SoW, and not to any other SoW, or to the provision of the Services as a whole.
- 1.4. Where a SoW would result in:
  - 1.4.1 a variation of the Services procured under this Call-Off Contract;
  - 1.4.2 an increase in the Charges agreed under this Call-Off Contract; or
  - 1.4.3 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 will be dealt with as a proposed Variation to this Call-Off Contract in accordance with the Variation procedure set out in Clause 9.

## **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 23.
- 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 23.

## **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:
  - 3.1.1. an executed Guarantee from a Guarantor; and
  - 3.1.2. 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 3.1 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 SoW and may include start and end dates for each stage of the proposed Services and Deliverables.

#### 5. **SERVICE DELAY, DELIVERY & 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:

5.2.1 comply with all Law;

5.2.2 use all reasonable and proper skill and care in its performance of the Services and provision of the Deliverables;

5.2.3 comply with all reasonable Client instructions regarding the Services and Deliverables, as long as these instructions do not materially amend the SoW (unless the amendment has been agreed in accordance with Clause 9.1);

5.2.4 keep Client Materials under its control safe and secure and in accordance with any security policy provided by the Client; and

5.2.5 provide all Deliverables by any dates set out in the applicable SoW 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, 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:

5.4.1 the Client Cause and its actual or potential effect on the Agency's ability to meet its obligations under this Call-Off Contract, and

5.4.2 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 all 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 SoW (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:
  - 5.9.1 full details of the Default that has occurred, including the underlying reasons for it;
  - 5.9.2 the actual or anticipated effect of the Default; and
  - 5.9.3 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:
  - 5.11.1 is insufficiently detailed to be capable of proper evaluation;
  - 5.11.2 will take too long to complete;
  - 5.11.3 will not prevent reoccurrence of the Default;
  - 5.11.4 will rectify the Default but in a manner which is unacceptable to the Client; or
  - 5.11.5 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):
- 6.1.1 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
  - 6.1.2 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 6.1, 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 6.1, 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 6 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:
- 8.1.1 are appropriately experienced, qualified and trained to provide the Services in accordance with this Call-Off Contract
  - 8.1.2 apply all reasonable skill, care and diligence in providing the Services
  - 8.1.3 obey all lawful instructions and reasonable directions of the Client and provide the Services to the reasonable satisfaction of the Client, and

- 8.1.4 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, appoint a suitable replacement.
- 8.5 If the Client reasonably believes that any of the Agency personnel are unsuitable to undertake work on this Call-Off Contract, 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 SoW. 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 the Agency 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:
- 9.4.1 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 );
  - 9.4.2 the initial cost of implementing the proposed Variation and any ongoing costs post-implementation;
  - 9.4.3 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;

- 9.4.4 a timetable for the implementation, together with any proposals for the testing of the Variation; and
- 9.4.5 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 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, unless otherwise notified by the Client.
- 9.8 Subject to Clauses 9.9 and 23.1 the Client can ask the Agency to suspend or cancel any Project or SoW, 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:
  - 10.1.1 the Client issuing a purchase order bearing the signature of an Authorised Client Approver, or
  - 10.1.2 e-mail from the individual business e-mail address of an Authorised Client Approver, or
  - 10.1.3 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:
  - 10.2.1 e-mail from the individual business e-mail address of an Authorised Agency Approver, or
  - 10.2.2 the signature of an Authorised Agency Approver on the Client's documentation
- 10.3 The Agency will seek the Client's prior Approval of:
  - 10.3.1 any estimates or quotations for any costs to be paid by the Client that are not agreed in a SoW; and
  - 10.3.2 any creative treatments, including but not limited to scripts, messaging, storyboards, copy, layouts, design, artwork, or proposed marketing activity

- 10.3 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.
- 10.4 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.
- 10.5 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:
  - 11.1.1 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
  - 11.1.2 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 SoW, 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. 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 unsatisfactory performance.
- 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 9 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.
- 12.10. The Agency shall not apply a mark-up or management fee for services rendered via a subcontractor. All rates of a subcontractor shall comply with the maximum charges as described in Schedule 10 (Call-Off Contract Charges).

### 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 SoW, 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:
  - 13.2.1 use reasonable care and skill in the selection of proposed Sub-Contractors;
  - 13.2.2 if the Client requests, the Agency will obtain more than one quote for a particular sub-contracted service; and
  - 13.2.3 provide the Client with a business case for sub-contracting all or part of the Services, identifying why it is economically 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 formoney.
- 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:
  - 13.7.1. 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
  - 13.7.2. 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.

**Improving Visibility of Sub-Contract opportunities available to SMEs and VCSEs in the supply chain**

- 13.11. The Agency shall:
- 13.11.1. subject to clause 13.13, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Term
  - 13.11.2. within 90 days of awarding a Sub-Contract to a Sub-Contractor, update the notice on Contracts Finder with details of the successful Sub-Contractor;
  - 13.11.3. monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term;
  - 13.11.4. provide reports on the information at clause 13.13 to the Client in the format and frequency as reasonably specified by the Client; and
  - 13.11.5. promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
- 13.12. Each advert referred to at clause 13.11.1. above shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Agency.
- 13.13. The obligation at Clause 13.11.1 shall only apply in respect of Sub-Contract opportunities arising after the contract award date.
- 13.14. Notwithstanding clause 13.11, the Client may by giving its prior written approval, agree that a Sub-Contract opportunity is not required to be advertised on Contracts Finder.

## Supply Chain Protection

- 13.15. The Agency will ensure that all Sub-Contracts contain provisions:
- 13.15.1. 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;
  - 13.15.2. requiring the Agency to verify any invoices submitted by a Sub-Contractor in a timely manner;
  - 13.15.3. 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;
  - 13.15.4. 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
  - 13.15.5. 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:
- 15.2.1. treat the Disclosing Party's Confidential Information as confidential and store it securely
  - 15.2.2. 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
  - 15.2.3. use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Call-Off Contract, and
  - 15.2.4. 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:
- 15.3.1. 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)
  - 15.3.2. the need for such disclosure arises out of or in connection with:
  - 15.3.3. any legal challenge or potential legal challenge against the Client regarding this Call-Off Contract

- 15.3.4. 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
  - 15.3.5. a Central Government Body review in respect of this Call-Off Contract or
  - 15.3.6. 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:
- 15.5.1. 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
  - 15.5.2. 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:
- 15.7.1. to any Central Government Body, on the basis that the information may only be further disclosed to Central Government Bodies
  - 15.7.2. to Parliament, including any Parliamentary committees, or if required by any British Parliamentary reporting requirement
  - 15.7.3. if disclosure is necessary or appropriate in the course of carrying out its public functions
  - 15.7.4. 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
  - 15.7.5. on a confidential basis for the purpose of the exercise of its rights under this Call-Off Contract, or
  - 15.7.6. 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 15.

- 15.9. Nothing in this Clause 15 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 15, 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](http://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:
- 15.15.1. provide all necessary assistance to the Client to enable it to comply with its Information disclosure obligations.
  - 15.15.2. 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.
  - 15.15.3. 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:

- 16.1.1. 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;
- 16.1.2. the personnel who perform the Services are competent and suitable do so;
- 16.2. The Agency undertakes that:
  - 16.2.1. the use of the Deliverables by the Client in accordance with this Call-Off Contract and for the purposes set out in the SoW will not infringe the copyright of any third party; and
  - 16.2.2. as at the date they are delivered, the Deliverables of this Call-Off Contract may be used for the purposes set out in the SoW and comply with all Advertising Regulations.
- 16.3. 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 16.1 and 16.2.

**17. CLIENT WARRANTIES**

- 17.1. The Client warrants that:
  - 17.1.1. 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; and
  - 17.1.2. 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 copyright.

**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 Subject always to Clauses 18.1 and 18.3, the maximum amount the Agency can be liable for in respect of all Defaults shall in no event exceed:
- 18.2.1 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;
- 18.2.2 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
- 18.2.3 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;
- 18.3 Subject to Clause 18.1 and except for any claims arising under Clause 20.12, neither Party will be liable to the other in any situation for any:
- 18.3.1 loss of profits
- 18.3.2 loss of goodwill or reputation
- 18.3.3 loss of revenue
- 18.3.4 loss of savings whether anticipated or otherwise; or
- 18.3.5 indirect or consequential loss or damage of any kind
- 18.4 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 an amount equal to the Charges paid or payable in signed Statements of Work under the Call-Off Contract.

**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
- 19.3. If, for whatever reason, the Agency fails to comply with the provisions of this Clause 19 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 19 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:
- 20.2.1. 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
  - 20.2.2. 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.
- 20.3. 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 SoW.

- 20.4. 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 SoW. The Agency will notify the Client of any restrictions on usage and any other contractual restrictions arising in respect of such Third Party Materials.
- 20.5. The Agency agrees:
- 20.5.1. 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
- 20.5.2. neither to do nor fail to do any act which would or might prejudice the Client's rights under this Clause 20.
- 20.6. 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.
- 20.7. 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
- 20.8. Unless expressly prohibited in a SoW, 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. Any other use by the Agency shall be subject to the Client's prior Approval.
- 20.9. 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 20, 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.
- 20.10. 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.
- 20.11. The terms of and obligations imposed by this Clause 20 continue after the termination of this Call-Off Contract.

20.12. 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 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:

21.2.1. keep the records and accounts referred to in Clause 21.1 in accordance with Good Industry Practice and Law, and

21.2.2. afford any Auditor access to the records and accounts referred to in Clause 21.1 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 21.1. 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:

- a) 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);
- b) 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;
- c) verify the Agency's and each Sub-Contractor's compliance with the applicable Laws;
- d) 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;
- e) 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;
- f) 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;
- g) review any books of account and the internal contract management accounts kept by the Agency in connection with this Call-Off Contract;
- h) 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

- i) enable the National Audit Office to carry out an examination under Section 6(1) of the National Audit Act 1983;
- j) 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;
- k) verify the accuracy and completeness of any information delivered or required by this Call-Off Contract;
- l) inspect the Client Materials, including the Client's IPRs, equipment and facilities, for the purposes of ensuring that the Client Materials are secure; and
- m) 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:

21.4.1. all reasonable information requested by the Client within the scope of the audit;

21.4.2. reasonable access to sites controlled by the Agency and to any equipment used in the provision of the Services; and

21.4.3. 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 9 and payment of all Contract Charges specifically set out at Clause 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:
  - 23.3.1. commits a material Default which cannot be remedied;
  - 23.3.2. 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;
  - 23.3.3. 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;
  - 23.3.4. breaches any of the provisions of Clauses 6.1 (Agency: Other Appointments), 10 (Approvals and Authority), 15 (Confidentiality, Transparency and Freedom of Information), and 32 (Prevention of Fraud and Bribery);
  - 23.3.5. is subject to an Insolvency Event; or
  - 23.3.6. 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:
  - 23.5.1. being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or
  - 23.5.2. 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:
  - 23.6.1. the Framework Agreement is terminated for any reason;
  - 23.6.2. the Parties fail to agree a Variation under Clause 9; or
  - 23.6.3. the Agency fails to implement an agreed Variation.
- 23.7. Where this Call-Off Contract is conditional upon them Agency procuring a Guarantee pursuant to Clause 3 (Call Off Guarantee), the Client may terminate this Call Off Contract by issuing a notice of termination Notice to the Agency where:
  - 23.7.1. the Guarantor withdraws the Guarantee for any reason;

- 23.7.2. the Guarantor is in breach or anticipatory breach of the Guarantee;
- 23.7.3. an Insolvency Event occurs in respect of the Guarantor; or
- 23.7.4. the Guarantee becomes invalid or unenforceable for any reason whatsoever, and in each case the Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Client; or
- 23.7.5. the Agency fails to provide the documentation required by Clause 3.1 by the date so specified by the Client.

***Agency Rights to Terminate***

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

23.8.1. the Client has not paid any undisputed amounts falling due under that Project, and

23.8.2. 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:

- a) the Client's failure to pay;
- b) the correct overdue and undisputed sum;
- c) the reasons why the undisputed sum is due; and
- d) 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 30).

#### **24. CONSEQUENCES OF TERMINATION**

24.1. Termination of a Project (and any SoW 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 SoW 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:

24.3.1. the Expiry Date or New Expiry Date shall be the date this Call-Off Contract terminates;

24.3.2. 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 9 where relevant);

24.3.3. 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

24.3.4. 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):

24.4.1. Clause 15 (Confidentiality)

24.4.2. Clause 16 (Agency warranties)

24.4.3. Clause 17 (Client warranties)

24.4.4. Clause 18 (Liability)

- 24.4.5. Clause 19 (Insurance)
- 24.4.6. Clause 20 (Intellectual Property Rights)
- 24.4.7. Clause 21 (Audit)
- 24.4.8. Clause 24 (Consequences of Termination)
- 24.4.9. Clause 25 (Notices)
- 24.4.10. Clause 27 (Staff Transfer)
- 24.4.11. Clause 33(General) and
- 24.4.12. Clause 34 (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:
- 26.2.1. Agency: 60 Great Portland Street, London, W1W 7RT
- 26.2.2. Client: 1 Horse Guards Road, London, SW1A 2HQ
- 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
- 27.1.1. 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:
- a) where the Relevant Transfer involves the transfer of Transferring Client Employees, Part A of Schedule 3 (Staff Transfer) will apply
  - b) where the Relevant Transfer involves the transfer of Transferring Former Agency Employees, Part B of Schedule 3 (Staff Transfer) will apply
  - c) 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
  - d) 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:
      - (A) are aware of and comply with the Agency's duties under this Clause;
      - (B) are subject to appropriate confidentiality undertakings with the Agency or any Sub-processor;
      - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Client or as otherwise permitted by this Call Off Contract; and
      - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;

- (d) not transfer Personal Data outside of the EU unless the prior written consent of the 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:

- (f) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (g) receives a request to rectify, block or erase any Personal Data;
- (h) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (i) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Call Off Contract;
- (j) 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
- (k) 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 Client 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.

- 30.1. 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.
- 30.2. 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.

### **31. RETENTION AND SET OFF**

- 31.1. 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.
- 31.2. 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.

### **32. INCOME TAX AND NATIONAL INSURANCE CONTRIBUTIONS**

- 32.1. 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:
  - 32.1.1. 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
  - 32.1.2. 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.
- 32.2. 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 31.1, the Agency must ensure that its contract with the Worker contains the following requirements:
  - 32.2.1. 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 31.1, 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
  - 32.2.2. that the Worker's contract may be terminated at the Client's request if:
    - 32.2.2.a. 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

32.2.2.b. 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

32.2.3. 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.

### **33. PREVENTION OF FRAUD AND BRIBERY**

33.1. 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:

33.1.1. 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

33.1.2. 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.

33.2. The Agency must not:

33.2.1. commit a Prohibited Act; or

33.2.2. 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.

33.3. The Agency shall during the Term:

33.3.1. 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;

33.3.2. keep appropriate records of its compliance with its obligations under 32.3 (a) and make such records available to the Client on request;

33.3.3. 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

33.4. 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.

33.5. The Agency shall immediately notify the Client in writing if it becomes aware of any breach of Clause 32.1, or has reason to believe that it has or any of the Agency staff or Sub-Contractors have:

33.5.1. been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

- 33.5.2. 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;
  - 33.5.3. 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
  - 33.5.4. 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.
- 33.6. 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 21 (Audit).
- 33.7. If the Agency breaches Clause 32.5, the Client may by notice:
- 33.7.1. require the Agency to remove any Agency Personnel whose acts or omissions have caused the Agency's breach from any Project; or
  - 33.7.2. immediately terminate this Call-Off Contract for material Default.
- 33.8. Any notice served by the Client under Clause 32.5 shall set out:
- 33.8.1. the nature of the Prohibited Act;
  - 33.8.2. the identity of the Party who the Client believes has committed the Prohibited Act;
  - 33.8.3. the action that the Client has elected to take; and
  - 33.8.4. if relevant, the date on which this Call-Off Contract shall terminate.

#### **34. GENERAL**

- 34.1. 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.
- 34.2. 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.
- 34.3. Nothing in this Clause excludes liability for fraud or fraudulent misrepresentation.
- 34.4. 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.
- 34.5. 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.

- 34.6. 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.
- 34.7. 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.

**35. DISPUTE RESOLUTION**

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

**36. GOVERNING LAW AND JURISDICTION**

- 36.1. This Agreement will be governed by the laws of England and Wales.
- 36.2. 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 Statement(s) of Work, the conflict shall be resolved in accordance with the following order of precedence:
  - 1.1.1. the Framework Agreement, except Framework Schedule 9 (Tender)
  - 1.1.2. the Letter of Appointment (except the Agency Proposal)
  - 1.1.3. the Call-Off Contract Terms
  - 1.1.4. the applicable Statement(s) of Work
  - 1.1.5. the Agency Proposal, and
  - 1.1.6. 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:
  - 1.4.1. words importing the singular meaning include where the context so admits the plural meaning and vice versa
  - 1.4.2. words importing the masculine include the feminine and the neuter and vice versa
  - 1.4.3. the words 'include', 'includes' 'including' 'for example' and 'in particular' and words of similar effect will not limit the general effect of the words which precede them
  - 1.4.4. references to any person will include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind
  - 1.4.5. 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
  - 1.4.6. 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
  - 1.4.7. 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:

<b>Advertising Regulations</b>	A 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.
<b>Agency Affiliate</b>	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.
<b>Agency Confidential Information</b>	Any information that the Agency gives to CCS or to Clients that is designated as being confidential, or which ought reasonably be considered to be confidential (whether or not it is marked "confidential"). This may include information, however it is conveyed, that relates to the Agency's business, affairs, developments, trade secrets, Know-How, personnel and suppliers including all IPRs.
<b>Agency Materials</b>	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).
<b>Agency Proprietary Materials</b>	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: <ul style="list-style-type: none"> <li>- were in existence prior to the date on which it is intended to use them for a Project, or</li> <li>- are created by or for the Agency outside of a Project and which are intended to be reused across its business</li> </ul>
<b>Agency Proposal</b>	The Agency's solution in response to the Client Brief, as set out in the Letter of Appointment.
<b>Approval</b>	Formal Approval from one Party to another, given in accordance with Clause 10.1 or 10.2.
<b>Associates</b>	A Party's employees, officers, agents, sub-contractors or authorised representatives.
<b>Authorised Agency Approver</b>	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 SoW, and the Client must be notified if they change.
<b>Authorised Client Approver</b>	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 SoW, and the Agency must be notified if they change.

<b>Call-Off Contract</b>	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 SoW.
<b>Call-Off Terms</b>	The terms and conditions set out in this Call-Off Contract including this Schedule 1 but not including any other Schedules or SoW.
<b>Central Government Body</b>	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.
<b>Change of Control</b>	Change of Control has the same meaning as in section 416 of the Income and Corporation Taxes Act 1988.
<b>Client Affiliates</b>	Any organisation associated with the Client that will directly receive the benefit of the Services. Client Affiliates must be named in an SoW, or subsequently notified to the Agency.
<b>Client Brief</b>	The document containing the Client's requirements issued as part of the Call Off Process set out in Section 3 of the Framework Agreement.
<b>Client Cause</b>	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.
<b>Client Confidential Information</b>	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.
<b>Client Data</b>	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.
<b>Client Materials</b>	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.
<b>Confidential Information</b>	The Client's Confidential Information and/or the Agency Confidential Information.

<b>Contract Charges</b>	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.
<b>Contracting Body</b>	CCS, the Client and any other bodies listed in the OJEU Notice.
<b>Contract Finder</b>	the Government's online portal which allows suppliers to search for information about public sector contracts and public sector procurement opportunities.
<b>Contract Year</b>	A consecutive 12- month period during the Term commencing on the Effective Date or each anniversary thereof.
<b>Controller</b>	Has the meaning given in the GDPR.
<b>Data Protection Legislation</b>	<ul style="list-style-type: none"> <li>• the GDPR, the LED and any applicable national implementing Laws amended from time to time;</li> <li>• the DPA to the extent that it relates to processing of personal data and privacy;</li> <li>• all applicable Law about the processing of personal data and privacy;</li> </ul>
<b>Data Protection Officer</b>	Has the meaning given in the GDPR.
<b>Data Subject</b>	Has the meaning given in the GDPR.
<b>Data Subject Access Request</b>	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;
<b>Default</b>	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 SoW (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.
<b>Deliverables</b>	The advertising, creative and other materials which are to be provided by the Agency as specified in a SoW.
<b>Dispute</b>	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.

<b>Dispute Resolution Procedure</b>	The dispute resolution procedure set out in Call-Off Schedule 4 (Dispute Resolution Procedure).
<b>DPA</b>	Means the Data Protection Act 2018 as amended from time to time;
<b>Effective Date</b>	The date this Call-Off Contract starts, as set out in the Letter of Appointment.
<b>Environmental Information Regulations or EIRs</b>	The Environmental Information Regulations 2004 together with any related guidance and/or codes of practice issued by the Information Commissioner or relevant Government department.
<b>Expenses</b>	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 SoW.
<b>Expiry Date</b>	The date this Call-Off Contract ends, as set out in the Letter of Appointment.
<b>Extension Expiry Date</b>	The latest date this Call-Off Contract can end, as set out in the Letter of Appointment.
<b>FOIA</b>	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.
<b>Force Majeure</b>	<p>Means:</p> <ul style="list-style-type: none"> <li>• acts, events, omissions, happenings or non--happenings beyond the reasonable control of the affected Party</li> <li>• riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</li> <li>• fire, flood, any disaster and any failure or shortage of power or fuel</li> <li>• an industrial dispute affecting a third party for which a substitute third party is not reasonably available</li> </ul> <p>but does not mean</p> <ul style="list-style-type: none"> <li>• any industrial dispute relating to the Agency, its staff, or any other failure in the Agency's (or a subcontractor's) supply chain</li> <li>• 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</li> <li>• any failure of delay caused by a lack of funds</li> </ul>

<b>Framework Agreement</b>	The framework agreement between Crown Commercial Services and the Agency reference number: RM3774 referred to in the Letter of Appointment.
<b>Framework Price(s)</b>	The maximum charges the Agency may charge as set out in Schedule 3 to the Framework Agreement.
<b>Further Competition Procedure</b>	The process of a Client issuing a SoW and the Agency submitting a proposal in response to such SoW, as set out in Framework Clause 3.10.
<b>GDPR</b>	means the General Data Protection Regulation (Regulation (EU) 2016/679)
<b>Good Industry Practice</b>	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.
<b>Guarantee</b>	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 3 (Call Off Guarantee).
<b>Guarantor</b>	The person, in the event that a Guarantee is required under this Call Off Contract, acceptable to the Client to give a Guarantee.
<b>Impact Assessment</b>	The assessment to be carried out by a Party requesting a Variation in accordance with Clause 9.4.
<b>Information</b>	The same meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time
<b>Insolvency Event</b>	Means, in respect of the Agency: <ul style="list-style-type: none"> <li>a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986; or</li> <li>b) a winding-up resolution is considered or passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</li> <li>c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</li> <li>d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</li> <li>e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</li> <li>f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</li> <li>g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</li> </ul>

	<p>h) where the Agency is an individual or partnership, any event analogous to these listed in this definition occurs in relation to that individual or partnership; or</p> <p>any event analogous to these listed in this definition occurs under the law of any other jurisdiction.</p>
<b>Intellectual Property Rights or IPR</b>	<p>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:</p> <ul style="list-style-type: none"> <li>• any patents or patent applications</li> <li>• any trade marks (whether or not registered)</li> <li>• inventions, discoveries, utility models and improvements whether or not capable of protection by patent or registration</li> <li>• copyright or design rights (whether registered or unregistered)</li> <li>• database rights</li> <li>• 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</li> <li>• any goodwill in any trade or service name, trading style or get-up and</li> </ul> <p>i) any and all other intellectual or proprietary rights</p>
<b>Key Individuals</b>	<ul style="list-style-type: none"> <li>• Individuals named by the Agency in the Letter of Appointment or SoW as having a major responsibility for delivering the Services.</li> </ul>
<b>Law</b>	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.
<b>LED</b>	means the Law Enforcement Directive (Directive (EU) 2016/680)
<b>Letter of Appointment</b>	The Letter of Appointment, substantially in the form set out in Framework Schedule 4, signed by both Parties and dated on the Effective Date.
<b>Losses</b>	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 18.1 and 18.2.
<b>Malicious Software</b>	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.
<b>Materials</b>	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.
<b>Moral Rights</b>	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.
<b>New Expiry Date</b>	Has the meaning given to it in Clause 2.3
<b>Personal Data</b>	Has the meaning given in the GDPR
<b>Personal Data Breach</b>	Has the meaning given in the GDPR
<b>Processor</b>	Has the meaning given in the GDPR
<b>Prohibited Act</b>	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Client or CCS a financial or other advantage to:</p> <ol style="list-style-type: none"> <li>a) induce that person to perform improperly a relevant function or activity</li> <li>b) reward that person for improper performance of a relevant function or activity</li> <li>c) 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;</li> <li>d) commit any offence: <ul style="list-style-type: none"> <li>• under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>• under legislation or common law concerning fraudulent acts; or</li> <li>• defrauding, attempting to defraud or conspiring to defraud the Client; or</li> </ul> </li> </ol> <p>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;</p>
<b>Project</b>	<ul style="list-style-type: none"> <li>• 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 SoW;</li> </ul>
<b>Project Commencement Date</b>	The date a Project will start, as set out in the relevant SoW.
<b>Project Completion Date</b>	The date by which a Project is to be completed, as set out in the relevant SoW.
<b>Project Notice Period</b>	The period of notice for cancellation of a Project as set out in the SoW.
<b>Project Term</b>	The period during which the Services for each Project will be provided as specified in the applicable SoW.
<b>Protective Measures</b>	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that

	availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it
<b>Purchase Order Number</b>	The order number set out in the Letter of Appointment.
<b>Rate Card</b>	The Agency's rate card set out in Framework Schedule 3.
<b>Records</b>	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 21.
<b>Rectification Plan</b>	The rectification plan pursuant to the Rectification Plan Process.
<b>Rectification Plan Process</b>	The process set out in Clauses 5.8 to 5.14.
<b>Regulations</b>	The Public Contracts Regulations 2015.
<b>Relevant Requirements</b>	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;
<b>Request for Information</b>	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.
<b>Schedule</b>	Any Schedule attached to this Call-Off Contract.
<b>Services</b>	The Services to be supplied by the Agency under this Call-Off Contract and in accordance with Framework Section 2, as set out in the relevant SoW. This includes the provision of Deliverables.
<b>SME</b>	Means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;
<b>Special Terms</b>	Any terms specifically designated as varying these Call Off Terms or the terms of any schedule, as set out in the applicable SoW.
<b>Standards</b>	Any: <ul style="list-style-type: none"> <li>• 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;</li> <li>• standards detailed in the specification in Framework Section 2 (Services and Key Performance Indicators);]</li> </ul>

<b>Statement of Work</b>	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.
<b>SoW</b>	Has the same meaning as "Statement of Work".

	<ul style="list-style-type: none"> <li>standards detailed by the Client in the Letter of Appointment and any SoW or agreed between the Parties from time to time;</li> </ul> relevant Government codes of practice and guidance applicable from time to time.
<b>Sub-Contract</b>	A contract entered into between the Agency and a Sub-Contractor.
<b>Sub-Contractor</b>	Any person or agency appointed by the Agency to provide elements of the Services on behalf of the Agency to the Client.
<b>Sub-processor</b>	Any third party appointed to process Personal Data on behalf of the Agency related to this agreement
<b>Tender</b>	The tender submitted by the Agency in response to the Invitation to Tender and set out at Framework Schedule 10 (Call Off Tender).
<b>Term</b>	The period from the Effective Date to the earlier of: <ul style="list-style-type: none"> <li>the Expiry Date or New Expiry Date; and</li> <li>any date of termination</li> </ul>
<b>Territory</b>	The United Kingdom, unless specified otherwise in the applicable SoW. Publication and marketing on globally accessible mediums such as the internet shall not mean that the Territory is deemed to be worldwide.
<b>Third Party Materials</b>	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.
<b>Transparency Principles</b>	The principles set out at <a href="http://www.gov.uk/government/publications/transparency-of-suppliers-and-government-to-the-public">www.gov.uk/government/publications/transparency-of-suppliers-and-government-to-the-public</a> detailing the requirement for the proactive release of contract information under the Government's transparency commitment.
<b>Transparency Reports</b>	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.
<b>Variation</b>	A change in this Call-Off Contract that is formally agreed by both Parties, as detailed in Clause 10.2.
<b>Variation Form</b>	The template form to process and record variations to this Call-Off Contract as set out at Schedule 5.
<b>Worker</b>	Any Agency personnel to whom the Client considers Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) applies  See <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a>

<b>Working Day</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>VCSE/voluntary Community and Social Enterprise</b>	Means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

## SCHEDULE 2

### Specification of Services

#### 1. Background to UKEF

- 1.1 UK Export Finance (UKEF) is the UK's export credit agency and a government department, working alongside the Department for International Trade (DIT) as an integral part of its strategy and operations.
- 1.2 UKEF works with seventy (70) private credit insurers and lenders (including all top banks) to help UK companies access export finance (the particular class of loans, insurance policies or bank guarantees that enable international trade to take place as easily and securely as possible). It exists to complement, not compete with, the private sector but like a bank, UKEF provides support on a commercial basis, charging a premium for its support to cover potential losses.
- 1.3 UKEF helps UK companies to win contracts, fulfil orders and get paid:
- **Win** export contracts by providing attractive financing terms to their buyers (e.g. issuing buyer loans or loan guarantees);
  - **Fulfil** contracts by supporting working capital loans or contract performance bonds (e.g. by issuing a guarantee to the exporter's bank to share credit risk);
  - **Provide payment** by insuring against buyer default (e.g. by offering Export Insurance Policies for markets that lack commercially available cover).

**Our mission is to: 'Ensure that no viable UK export fails for lack of finance and insurance while operating at no net cost to the taxpayer'.** In theory, this can potentially mean supporting exports for any size of company and across all sectors from capital goods to services and intangibles such as intellectual property. In reality, UKEF's support tends to be weighted towards the export of manufactured capital goods.

- 1.4 UKEF often signposts companies to existing commercial source of support that can meet their requirements without HM Government assuming credit risk through a UKEF guarantee or insurance policy. UKEF has a team of 24 regional Export Finance Managers who can examine a company's specific requirements and help them find the most appropriate solution. If there is no commercial solution available, that is when a UKEF facility is considered. UKEF doesn't compete with the private sector but instead works with banks and brokers to provide loan guarantees amongst other products to help businesses export.
- 1.5 In FY18/19 UKEF supported £6.8bn worth of business and supported 181 companies directly. UKEF also connected more than 300 UK companies with suppliers through our Supplier Fairs Programme. UKEF was also named 'best export credit agency' for 2018 by Global Trade Review and Trade Finance Global.
- 1.6 In 2011, UKEF changed its name from the Export Credits Guarantee Department (ECGD) and expanded its range of products to enable it to support small and medium-sized enterprises (SMEs) for the first time since 1991.

- 1.7 Prior to 2011 UKEF only supported a small number of large businesses, like Rolls Royce, with long term products. The businesses supported were primarily in the Aerospace, Defence and Energy sectors as well as supporting lending to overseas projects.
- 1.8 Due to its twenty (20)-year absence from this market, the full uptake of its support has been inhibited by low levels of awareness among SMEs as well as bankers and insurance brokers who we work through. UKEF has invested in marketing and communications to increase this awareness. Its marketing campaign is called “The Exporters’ Edge” and employs PR, online advertising, social media, events, partnerships (banks/brokers/trade associations and networks), direct marketing and re-marketing to increase awareness and understanding of UKEF’s offer and additionally to generate new business leads.
- 1.9 UKEF had a relatively small marketing budget (£300,000) for a large number of years before the budget was increased to £2m (exc. VAT) in 2018/19 to generate leads and raise awareness. 2018 saw the first year of the Exporters’ Edge campaign and 2019/20 was a continuation of the campaign.
- 1.10 UKEF advertising uses a ‘GREAT’ campaign logo. The GREAT campaign is a central government advertising campaign with many different ‘pillars’ for departments to use as branded advertising. The GREAT campaign showcases the UK and what it has to offer and encourages people to visit, invest or study in the UK amongst other things. GREAT provides money to government departments to advertise, where appropriate, and evaluates spend and the ROI generated.
- 1.11 UKEF advertising also considers DIT’s advertising, the reason for this is that DIT is UKEF’s sister department and the target audiences of both departments overlap. Therefore, UKEF’s advertising integrates into DIT’s advertising as well (see A4 dependencies)

## 2. Requirements

UKEF is looking to procure a marketing agency with experience in the B2B and financial services environment.

This Schedule sets out the intended scope of the services to be provided by the Agency and a description of what each requirement entails. The Agency shall ensure that all the requirements set out in this Schedule are met

These requirements should be read in conjunction with other component documents of the Call-Off Contract as these play an integral part in understanding the requirements set out in this document.

The objectives of the marketing activities are to (1) generate leads for UKEF and (2) raise awareness of UKEF. To deliver this requirement the Agency must be able to demonstrate their expertise in:

### 2.1 Strategy development:

- Development of campaign strategy, that targets UKEF's audience to increase awareness and generate leads;
- Insight generation;
- Strategic planning of content/messaging;
- Strategic planning of media channels;
- Stakeholder analysis, mapping and strategy;
- Provision of detailed reports and recommendations.

## 2.2 Content creation for campaigns:

- Creative direction and/or management across paid, earned and owned channels across all regions of the UK and international markets;
- Management of the end-to-end creative process from concepts through to full activation;

## 2.3 Implementation:

- Media and channel planning;
- Liaising with UKEF's media buyer - OmniGOV (OmniGOV Manning Gottlieb OMD) the cross-government media buyer;
- Provision of all creative assets to fulfil media plan.

## 2.4 Data and direct marketing delivery:

- Data strategy and a knowledge of Salesforce (our CRM system) and Pardot;
- Email build (UKEF is responsible for dispatching emails using Pardot);
- Managing mailing and print fulfilment.

## 2.5 Proactive media relations activity:

- Press Office capabilities;
- Amplifying UKEF announcements in relevant media publications (online/offline).

## 3. Objectives

3.1 HM Government's Export Strategy seeks to increase UK exports from 30% to 35% of GDP

3.2 UKEF's contribution to the Export Strategy objective is to support 270 unique companies in FY20/21 and increase awareness of UKEF

3.3 The objectives of UKEF's marketing and communications are to:

- Deliver a marketing campaign to UK businesses that generates at least 5000 leads (FY20/21) of which 65% (3250) need to be marketing qualified (see 5.5).
- Raise awareness and understanding of what UKEF offers amongst UKEF's target audience, including the Exporters' Edge Campaign.

## 4. Audience and Insights

4.1 UKEF has three distinct primary audiences:

- DOMESTIC: Senior executives of UK companies that may need direct support through our short-term trade finance and insurance product suite, or that may benefit from offering buyer credit support from UKEF to their overseas stakeholders to enhance their commercial offer. **This is the audience that the successful Agency will be targeting and will be assessed in tender responses.**
- DOMESTIC: UK companies that may be interested in joining the supply chain of the export opportunities we bring to the UK – via our ‘supplier fair’ programme – through our support of the overseas stakeholders described above. In this scenario, a supplier fair event is focused round a long-term opportunity or sector-based theme pulls through short-term opportunities when UKEF commits to the underlying transaction. **(This isn’t in scope of the objectives of the agency but is here as background).**
- INTERNATIONAL: Senior executives of overseas buyers, international contractors and operators that will consider procuring goods and services from the UK with the offer of our financial support to do so – typically through our long-term product suite. **(This isn’t in scope of the objectives of the agency but is here as background).**

4.2 For details on UKEF’s addressable market which shows the domestic businesses that have been supported since 2011 and an estimate of the total size of the market, please refer to ‘Appendix L (UKEF’s Addressable Market).

4.3 UKEF ‘s marketing campaign targets key decision-makers in firms within the addressable market. The decision-makers have the following characteristics:

50% Age 40-54	77% Male	34% South East
58% Degree Educated	85% AB	81% Homeowners

(Source: YouGov)

- 4.4 For insight on decision-makers targeted in 1920, please see 'Appendix M FY1920 Audience targeting.

#### UKEF and the market for export finance and insurance

- 4.5 The UK has one of the world's most competitive SME trade finance markets, but the take-up of trade finance is not as high as it could be. About 8% of SMEs report using external finance *specifically* to support their export contracts. The others either rely on general finance facilities that they use for both domestic or international business, or they do not use external finance and fund their activities from their own balance sheet.
- 4.6 However, at the same time 27% of SMEs report turning down or losing business in the last two years due to payment or working capital challenges – i.e. problems specialist export finance or insurance are designed to overcome. Furthermore, general awareness and understanding of specialist export finance or insurance products is low. For example, about 50% of SMEs are aware of credit insurance as a product generally.
- 4.7 The vast majority of those companies that do seek finance or insurance (we estimate about 99%) will likely have their needs met by commercial lenders or insurers. Some will be uncreditworthy. The remainder will have unmet demand that could be met by UKEF.
- 4.8 There are two key conclusions from this:
- There is a market failure, leaving a relatively small pool of companies each year with unmet demand that UKEF could directly support. At present UKEF is supporting only a fraction of this unmet demand due to low awareness. Greater targeted lead generation will increase the chances of UKEF locating and filling this unmet demand.
  - There is an information gap around export finance and insurance generally. Companies turn down business for reasons that could be addressed with a better understanding of non-generic solutions, such as credit insurance, confirmed letters of credit or bond support. Greater awareness of UKEF will help companies gain a better understanding of the various options available to them to support their export business, which could (1) change their behaviour in terms of what business they pursue and/or turn down and (2) increase overall uptake of specialist export finance generally, including products provided by UKEF.
- 4.9 Finance can be a key part of the proposition when selling goods abroad.
- A German seller can tell their buyer that they have 90 days to pay the balance as the German company has credit insurance or trade finance in place.
  - The buyer can also pay in their local currency as the German seller uses a broker to manage their foreign exchange strategy.
  - The seller can also give an advance payment guarantee (APG Bond) so the buyer can recover any advance payments if the contract isn't delivered and a performance bond if

the product isn't good enough or hit certain specifications

- this will put a German company in a more competitive situation against a UK business who may require full payment upfront in pounds in order to fulfil the export contract.

4.10 Appendix O (UK SME Trade Finance Research) shows the full research that was commissioned by HM Government into the barriers facing UK SMEs taking trade finance.

4.11 The successful Agency will be expected to deliver the following:

- A yearly update on UKEFs target audience and how they use media and key outtakes to inform the campaign and creative strategy.
- Updates where appropriate on the target audience when the audience changes.

## 5. Strategy

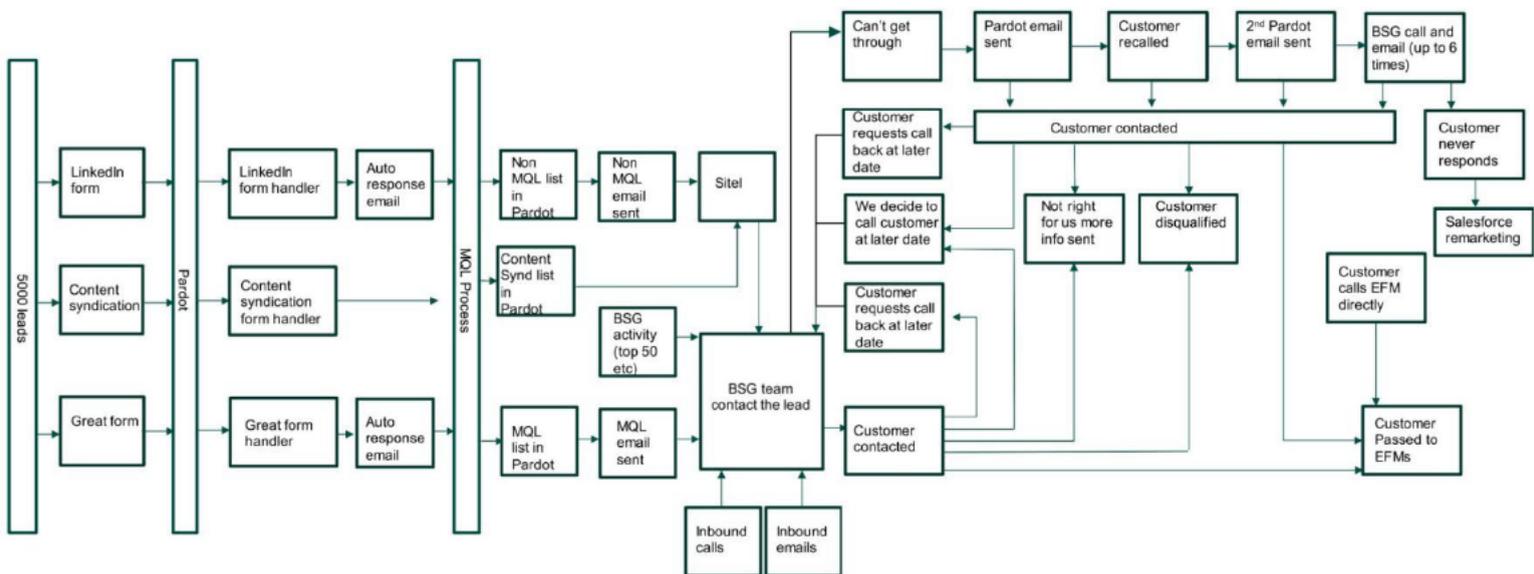
### Leads

5.1 One of the campaign objectives is to convert businesses who are looking for trade finance or insurance within our addressable market into leads.

5.2 UKEF defines a lead as a business that has shown an interest in UKEF. Interest is shown by filling in the form on <https://www.great.gov.uk/trade-finance/>. The form lies under the button that says 'tell us about your business'. Businesses can also fill in forms that UKEF have on LinkedIn or through content syndication. There are a few other ways businesses become leads i.e. through events like supplier fairs, but these are out of scope of the Agency.

- 5.3 Once a business has become a lead they are triaged into our 'lead handling process'. Details are outlined on the next page and in Appendix G (UKEF Leads (Leads Generated and Lead Handling Process)).

## UK Export Finance Lead Handling Process



- 5.4 Pardot is a Salesforce add-on that we use to capture leads. We also use Pardot as our email platform tool.
- 5.5 The MQL process (see 5.10) is where we manually assess if a company meets our MQL (marketing qualified leads) definition.
- 5.6 The Business Support Group (BSG) is UKEF's in-house team who contact MQL leads. The BSG team have an in-depth knowledge of UKEF's products and services. They focus on MQL as these leads are generally made-up of businesses UKEF is most likely to support
- 5.7 Sitel (contract is currently being re-tendered) is UKEF's contact centre (based in Coventry) and is used to contact all non-MQL and content syndication leads. These leads are provided to Sitel to initially call rather than our BSG team for two reasons:
- Non-Marketing qualified leads are those we believe we are *less likely* to support so they require an additional level of triaging;

- Content Syndication leads download our brochure from a third-party website and may not be actively looking for finance but rather just interested in UKEF, so we need an additional level of triage before sending onto the BSG team which has limited capacity.

5.8 Leads at Sitel are called using a prescribed script and triaged into different 4 distinct 'buckets':

(1) Leads passed back to UKEF for contacting

(2) Leads who are given more information about our help and directed back to [great.gov.uk](http://great.gov.uk) where there is information about exporting

(3) Those who are not ready for UKEF's support (not exporting, do not have an export contract or opportunity) are passed to ITA's (international trade advisors) at DIT who can directly support businesses to begin exporting or increasing their international footprint.

(4) Leads who ask not to be contacted again

5.9 If we believe we can support a company (based on their responses to our prescribed calling script) we pass the lead to one of our Export Finance Managers (EFMs). Our EFMs contact and typically arrange to meet the leads after a call with the BSG team.

They can help businesses get finance from UKEF through their bank. More information about EFMs can be found at <https://www.gov.uk/government/publications/find-an-export-finance-manager>.

5.10 A marketing Qualified Lead (MQL) is defined as the following:

- Seeking support for exports, or is a tier one supplier of goods/services for export and has published three years of audited accounts

*AND has either:*

1. Reported over £500k of total assets or turnover in its last accounts, or in the accounts of a parent company

*OR*

2. Reported over £100k of total assets or turnover in its last accounts, or in the accounts of a parent company, and has exported goods outside the EU within the last three years

These criteria are based upon the size of businesses that UKEF has supported since 2011 when the short-term product side of the department was re-launched.

5.11 UKEF generates leads through other channels e.g. events, supplier fairs or contacting an EFM directly. These are assigned to the 5000-lead objective but are not in scope of what the Agency will be asked to provide.

- 5.12 For a breakdown of leads from 2018/19 and 2019/20 please see 'Appendix G (UKEF Leads (Leads Generated and Lead Handling Process)).

### Awareness

- 5.13 The second key role of UKEF's advertising is to increase awareness of UKEF. As stated in point 1.6 UKEF had a twenty-year absence from supporting SMEs and changed its name in 2011. Additionally, a relatively low marketing budget of £300K until it increased to £2million, exc. VAT (in FY18/19) meant it was challenging to focus on awareness-driving activities.
- 5.14 Awareness survey from March 2019 showed prompted recognition of UKEF is 26% up from 20% in 2016 and just 5% of business recognised the 'Exporters' Edge campaign. The full awareness survey results can be found in 'Appendix H (Awareness Survey FY18/19 Results). The next awareness survey will be carried out in March/April 2020 and yearly thereafter.

### The Exporters' Edge Campaign

- 5.15 The proposition for the UKEF campaign is 'Get the Exporters' Edge'. The proposition is liked internally by the marketing team and UKEF senior management. The appointed Agency will need to provide a creative refresh and consider the next iteration of the Exporters' Edge campaign.
- 5.16 The creative and suite of assets was first developed by Ogilvy in 2017. Our current agency has rendered further amends. Our suite of assets is now over 2 years old, in 2020/21. The Agency will need to develop a new suite of assets to replace the current suite of assets. Please see 'Appendix J (Current UKEF Exporters' Edge Creative) to see our creative in different formats.
- 5.17 The proposition is supported by the strapline '**we help businesses to win contracts, fulfil orders and get paid**'. This relates to the Short Term (ST) products we offer SMEs.
- For a full list of products go to <https://www.gov.uk/government/collections/uk-export-finance-products-and-services>
- 5.18 The creative is based on people case studies (8). It demonstrates how UKEF have helped businesses **win contracts, fulfil orders and get paid**. Please note that all the people and businesses featured have been supported by UKEF.

In FY18/19 we helped the following businesses:

<https://www.gov.uk/government/publications/uk-export-finance-business-supported-2018-to-2019>

- 5.19 The creative will need to carry UKEF's logo. Government departments that undertake advertising use a generic HM Government logo but UKEF uses its own logo as it's a commercial department.
- 5.20 In 18/19 and 19/20 the UKEF marketing department's budget came partly from the 'GREAT' campaign. This meant there was close collaboration with 'GREAT' and DIT's domestic marketing team. Moving forward all marketing budget will come directly from UKEF, but we will continue to work closely with GREAT and DIT's domestic marketing team. The GREAT brand guidelines can be found in 'Appendix N (GREAT Brand Guidelines).
- 5.21 The Agency shall ensure that all the creatives carries comply with UKEF's publicity and branding requirements and clearly carry the UKEF and 'Exporting is GREAT' logos.

#### UKEF Web Presence

- 5.21 The creative in most instances drives through to '<https://www.great.gov.uk/trade-finance/>,' this is the page where businesses can fill in the form and become a lead. LinkedIn is also used for lead generation and has its own form and content syndication leads are given to us from publishers' sites through media providers (<https://contentcrowd.com/categories/finance/5aec50e825ea5f1e75ccc24a> - 'Making Exports Happen' content). The great.gov.uk site gives exporters a limited general overview of UK Export Finance and the DIT offer for businesses.
- 5.22 Please note that older creative will carry the CTA to '<https://www.great.gov.uk/get-finance/>'. This is because the page structure on great.gov.uk was changed to improve the customer journey.
- 5.23 UKEF has a presence on gov.uk (<https://www.gov.uk/government/organisations/uk-export-finance>). The site has in-depth information about UKEF including a list of our products, case studies of businesses we have supported as well as corporate information, press releases, contact details for our Export Finance Managers, ministers, senior management team, press team and our annual report and performance highlights for FY18/19:  
  
<https://www.gov.uk/government/publications/uk-export-finance-performance-highlights-2018-to-2019>
- 5.24 The split website structure is a challenge for UKEF's customer journey.

- In-depth information is on gov.uk, which is used as UKEF's corporate site.
- The form used to convert businesses into leads is on great.gov.uk - gov.uk is unable to host the lead form in the way required and the corporate information hosted could be distracting to our audience
- This results in information about UKEF being split across two sites leading to a disjointed customer experience.
- Great.gov.uk is also used as the 'GREAT' campaign site.

5.25 The development work UKEF is able to do (on both sites) is limited as those work streams are triaged through other departments. **This means that the current user journey cannot be changed quickly.** Also, we cannot add marketing pixels to our sites which means we cannot retarget individuals.

Appendix P (Website Statistics) shows the Google Analytic stats we have recorded for gov.uk and great.gov.uk.

Active cookie consent was implemented on both gov.uk and great.gov.uk in early 2020. This may impact data volumes across both platforms.

#### UKEF Press Office

5.26 There is a requirement for the Agency to amplify UKEF announcements through a press office function, in local/trade and sectoral press throughout the UK. UKEF supports SMEs all year round and will regularly have stories that need amplification in relevant sectors to increase awareness of UKEF and the support UKEF can give SMEs. In 19/20 the incumbent agency has distributed about 2 press releases a month to relevant media outlets. Reactive elements are completed in-house at UKEF.

5.27 The Agency shall secure 2-3 press interviews a quarter for UKEF officials and prepare briefing materials and 2 by-line feature opportunities a month. They should regularly distribute UKEF case studies and monitor journalist requests for comment from an online 'journalist requests' sourcing network. They will also report each quarter on their outputs

#### UKEF External Stakeholders/Partners

5.28 UKEF works with several different stakeholder groups to increase the awareness of UKEF amongst their members or clients.

- 5.29 The first stakeholder group is Trade Associations, Chambers of Commerce and Business Representative organisations. By working with these through events and co-creating content UKEF tries to increase awareness. Events held by these organisations are attended by an EFM who will either speak or use the event to network with businesses in their area or could be relevant to UKEF. The link below explains how UKEF works with these partners: <https://www.gov.uk/guidance/how-partners-can-work-with-uk-export-finance>. Please note the take up of digital content or placing of logos on websites has been limited.
- 5.30 UKEF's other group of stakeholders and partners are banks and insurance brokers. UKEF has a Stakeholder Engagement Manager with responsibility for managing these relationships. We endeavour to build awareness and generate leads through events and the sharing of digital content but there has been limited success.
- 5.31 There are opportunities across both stakeholder groups we are keen to maximise.
- 5.32 The Agency will be expected to deliver the following:
- An audience and insight lead campaign strategy to hit UKEFs lead and awareness targets
  - Updated creative for the Exporters' Edge campaign
  - Brief OmniGOV on any channel requirements that require media purchasing
  - Support the campaign team on ad hoc campaign requests from updating creative to channel selection and implementation.

## 6. Implementation

6.1 The UKEF total marketing budget for FY20/21 is £2m (exc. VAT) which has been the same since FY18/19. There may be an additional £200,000 (exc. VAT) for a clean growth and transition campaign in the North of England and Scotland in FY20/21 but this is subject to an announcement in the budget on 12 March.

6.2 The total budget the Agency has to allocate in FY20/21 is £1.35m (exc. VAT). This budget includes:

- Media;
- Production;
- Direct Marketing;
- Press Office;
- PR;
- Fees;
- VAT.

## Budget Allocation – FY18/19 and FY19/20

6.3 The below tables show the current budget allocation across UKEF Marketing, with spend allocated by the incumbent agency included in Table 1, and the remainder in Table 2.

*Table 1 - budget allocated by the current agency*

Allocation	2018-19 Actual	2019-20 committed
Media - (budget allocated to OmniGOV)	£1,189,000	£960,000
Production Media and planning (Agency spend)	£397,000	£300,000
Press Office (Agency spend)	£73,000	£60,000
PR (Agency spend)	Nil	£143,000
<b>Total</b>	<b>£1,659,000</b>	<b>£1,463,000</b>

*Table 2 – budget outside the scope of the current agency's allocation*

Allocation	2018-19 Actual	2019-20 committed
Supplier Fairs/Events/Conference	£170,000	£217,000
Gala Dinner and Float	£0	£42,000
International Events	£140,000	£119,000
International Online Spend (Brazil and Indonesia)	Nil	£46,000
Collateral/Research/Telemarketing	£92,000	£110,000
Unspent amounts	£9,000	£3,000
<b>Total</b>	<b>£402,000</b>	<b>£534,000</b>

	2018-19 Actual	2019-20 committed
<b>Total for the financial year</b> (all figures exc. VAT)	<b>£2,070,000</b>	<b>£2,000,000</b>

6.4 In 2019/20 the budget committed to the domestic campaign was £1,463,000 to hit the objectives of 5000 leads and increasing awareness, the current agency allocated:

- £960K into media spend with OmniGOV
- £503K to be spent through themselves on planning/creative production/press/PR

6.5 The successful Agency will need to allocate the smaller domestic spend of £1.35m for the 20/21 FY. The domestic spend needs to be split to support the objectives to obtain 5000 leads and increase awareness of UKEF but does not necessarily need to in the proportions as done in FY 19/20.

- 6.6 In FY 20/21 the agency may be asked to help with international strategy to increase awareness and leads from overseas businesses and Governments. This will be discussed at an early stage of the new financial year.
- 6.7 The below tables show the budget which the successful Agency will need to allocate in FY20/21 (Table 3) and the remainder of the budget which they will not allocate (Table 4).

*Table 3 - Budget for allocating by the agency in FY 2020/21*

<b>Allocation</b>	<b>2020-2021 Plan</b>
<b>Domestic</b>	
Media - (budget allocated to OmniGOV)	£1,350,000
Production Media and planning (Agency spend)	
Press Office (Agency spend)	
PR (Agency spend)	
Clean growth and transition campaign in the North of England and Scotland (spend allocation TBC)	£200,000
<b>International</b>	
Events and other international campaign spend (spend allocation TBC)	£250,000
<b>Total</b>	<b>£1,800,000</b>

*Table 4 - budget outside the scope of the agency for FY 2020/21*

<b>Allocation</b>	<b>2020-2021 Plan</b>
Supplier fairs/Events/Cust conference	£240,000
Collateral/Research/Telemarketing	£152,000
<b>Unallocated</b>	<b>£8,000</b>
<b>Total</b>	<b>£392,000</b>
<b>TOTAL for 2020/21 (All figures exc. VAT)</b>	<b>£2,200,000</b>

## 7. Scoring/Evaluation

- 7.1 The Datorama platform tracks spend/clicks/impressions. This is provided by OmniGOV and monitors the performance of the campaign on a daily basis.

This is the full link to the Datorama which has UKEF's marketing results since June 2019:

<https://platform-eu.datorama.com/external/dashboard?embedpage=11867aa0-f217-4b1f-b312-1bef467e002b>

- 7.2 UKEF has weekly calls with OmniGOV and our current agency to discuss Datorama results and other information pertaining to the campaign performance (i.e. number of leads).
- 7.3 UKEF evaluates the marketing campaign and its press office activities in multiple ways. UKEF's Marketing Strategy, Insight and Evaluation team provides a monthly reporting pack to UKEF's Executive committee on all marketing activities and campaign performance. The 'reporting pack' shows the funnel from *opportunities to see* (advertising impressions, press office media reach) through to *businesses supported*.
- 7.4 To see the monthly reporting pack, please refer to Appendix I (Marketing and Comms monthly evaluation April to November 2019).
- 7.5 After each Campaign burst, OmniGOV collates a 'post campaign analysis' (PCA) pack showing total campaign performance. This is presented back to UKEF and the Agency. Appendix K (OmniGOV UKEF Post Campaign Analysis) is the latest PCA that was carried out. This PCA shows the full results for the June-August 2019 burst of activity and the performance of each channel.
- 7.6 The Agency will be expected to provide a report at the end of each campaign burst showing:
- Performance of the campaign;
  - Spend by channel;
  - Leads delivered;
  - Update (where relevant) on our target audience.

**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: VARIATION FORM**

No of Call Off Letter of Appointment being varied:

.....

Variation Form No:

.....

BETWEEN:

**The Export Credits Guarantee Department, acting as U.K. Export Finance ("the Client")**

and

**The Engine Group Limited ("the Agency")**

1. This Call-Off Contract is varied as follows and shall take effect on the date signed by both Parties:

***[Insert details of the Variation]***

- 2. Words and expressions in this Variation shall have the meanings given to them in this Call-Off Contract.
- 3. This Call-Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Client

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

**SCHEDULE 6: ADDITIONAL CLAUSES**

NOT USED

**CALL OFF SCHEDULE 7: MOD DEFCONS AND DEFFORMS**

NOT USED

## SCHEDULE 8: AUTHORISED PROCESSING TEMPLATE

1. The contact details of the Client Data Protection Officer is:

[REDACTED]

[REDACTED]

2. The contact details of the Agency Data Protection Officer is:

[REDACTED]

[REDACTED]

[REDACTED]

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.

<b>Contract Reference:</b>	CR_272
<b>Date:</b>	15 June 2020
<b>Description of Authorised Processing</b>	<b>Details</b>
Identity of the Controller and Processor	<i>Client as Controller</i>  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	For the purposes of delivering the various campaigns and targeting audiences appropriately, data will be collected primarily on businesses and their activities in respect of exporting and investment, this may include details about employees of these businesses.
Duration of the processing	Initial term: 24 months  Maximum term with extensions: 48 months
Nature and purposes of the processing	Information on businesses will be collected, stored and analysed as part of the planning and also evaluation to assess effectiveness of campaigns.
Type of Personal Data	Could include names, addresses, emails and phone numbers of employees/owners of UK and overseas businesses.
Categories of Data Subject	Members of the public, owners and employees of both domestic and international businesses.
Retention and Destruction of Data	For the Contract Duration, including in any enabled extension(s).

**SCHEDULE 9**

**AGENCY RESPONSE**

**A01 A) ENGINE** is a full stack consultancy made up of Creative (end-end creative comms), Communications (PR & Media Relations), Transformation (Data, Insights & Digital Transformation) and Media (channel planning).

### **YOUR UKEF TEAM**

We have a proven track record delivering against UKEF's requirements and an experienced, industry leading team to partner with you, with a deep understanding of your sector and challenges. Our team have been handpicked based on their skills and experience working on relevant integrated campaigns.

### **WHY OUR EXPERIENCE IS RIGHT FOR UKEF**

**Financial Services:** With over 40 financial services specialists, we are experts in telling financial stories to a diverse range of stakeholders. We drove 75% awareness in the Current Account Switch Service from a standing start. We have been Santander's lead Creative Agency for 13 years, our work spanning retail, corporate and commercial briefs. With a wealth of financial services and insurance clients, we know how the financial and insurance sector communicate effectively with your target audiences.

**Government:** Across almost 10 years on the Government frameworks we have delivered campaigns for over 50 departments, agencies and arm's length bodies including the highly effective, multi-award winning 'Inner Peace' for HMRC, 'Don't Ignore the Workplace Pension' for DWP and 'Exporting is GREAT' for DIT (Within four months of the launch of our 'EXPORTING IS GREAT' campaign there had been over 1.28million views of the website and 14,195 applications for opportunities).

**B2B:** We know business owners, their behaviours, motivations and how and where to communicate with them. Our experience has ranged from strategy and digital transformation for the Department for Business, Innovation and Skills to integrated communications, media relations and direct marketing for Saxo Bank.

### **YOUR UKEF ACCOUNT LEADS:**

██████████ has 20 years' experience and has led campaigns across multiple Government departments including Department for International Trade 'Exporting is GREAT' - where ██████████ worked on both domestic and International B2B and B2C campaigns, Department for Work and Pensions, Cabinet Office and HMRC. ██████████ oversees our work for British Business Bank and the Current Account Switch Service, both of which specifically target an SME audience. ██████████ has also run private sector client accounts such as MoneySuperMarket and Sky Mobile.

██████████ has almost 10 years' experience delivering integrated campaigns for clients such as O2, MoneySuperMarket and Cabinet Office. ██████████ work includes delivering content and digital strategies to increase lead generation and conversions for E.ON's business customers, delivering personalisation and optimisations through social, CRM and web.

### **STRATEGY DEVELOPMENT & AUDIENCE INSIGHT**

Strategy development is the heart of ENGINE's campaigns. 56 strategists have expertise from advertising planning, behavioural science, channel and content strategy and digital UX. They are supported by 22 market researchers and 20 data analysts. That strength, in depth, has allowed us to win awards as diverse as the Drum Long Term Strategy and B2B Strategy Awards, Best Use of Big Data, and five IPA Advertising Effectiveness Awards.

It's led to strategies with the power and effect of "Made in the Royal Navy" (lead generation and conversion), "Don't Ignore the Workplace Pension" (awareness, financial services) for DWP and "Inner Peace" (B2B, financial services, behaviour change) for HMRC.

#### **YOUR UKEF STRATEGY LEADS:**

██████████ has been working for 17 years on strategy across the UK's leading agencies. Within the finance and B2B space ██████████ work has included; optimising the customer journey to increase the volume of qualified leads for DIT, integrated strategy for E.ON's business customers, digital transformation for Lowell including developing a new visual and verbal identity and optimised user journey and evolving communications for HSBC.

#### **CREATIVE AND CONTENT**

ENGINE is Europe's largest independent creative agency, responsible for creating some of the most famous integrated creative campaigns both in the UK and across the globe, including MoneySuperMarket, Churchill, Sky, DIT, E.ON & The Royal Navy. With our in-house film production facility and purpose built UX lab, our offering is flexible, agile and dynamic. We're proud of the accolades we have received in recognition of our creative and in the last two years have won almost 100 top tier industry awards including Cannes Lions, D&AD, Marketing Week, Clio's, British Arrows, Creative Circle, Webby's, the Channel 4 Diversity Prize and many more.

#### **YOUR UKEF CREATIVE TEAM:**

██████████ For almost 20 years, ██████████ has connected brands with people in new and innovative ways. ██████████ has led multi-discipline teams for financial and B2B clients in the UK; IBM, EY, Blackrock, and E.ON, and in New Zealand; Westpac, ANZ, BNZ, and Yellow. ██████████ work has featured in virtually every major award show; Cannes Lions, D&AD, One Show, Webby's, AWARD, Spikes Asia and Creative Circle.

██████████ With almost 40 years' experience between them, ██████████ are award winning creatives with integrated experience for clients including Santander, Cabinet Office, DIT, Investec, British Business Bank and the Current Account Switch Service. Highlights have been helping Santander encourage UK businesses to breakthrough internationally, encouraging over 400,000 smokers to kick the habit with the Quit Kit for NHS and raising awareness amongst both business and consumer audiences of the Current Account Switch Service from bacs.

#### **MEDIA AND CHANNEL PLANNING**

Our strategies start from understanding how the broad channel mix can work in totality to reach our audiences. With channel planning and creative disciplines in one building and working collaboratively on every project there are no competing agendas, no mismatches between creative ambition and media reality. This is crucial in delivering cost effectiveness and no cost/lost cost solutions, for example our Missing Type Campaign for NHS Blood & Transplant - utilising partnerships and earned media to save and improve the lives of 180,000 people and becoming the most awarded campaign of the year. We also enjoy a successful partnership with OmniGOV Manning Gottlieb OMD, whom we work alongside on many of our existing clients including The Royal Navy, RAF and Cabinet Office.

## **YOUR UKEF CHANNEL PLANNING LEAD;**

■■■■■ leads a team of over 20 channel, comms and digital creative planners. He has a deep knowledge of channel strategy and behaviour change demonstrated across B2B and B2C campaigns - from helping MoneySuperMarket to reinvent the role of price comparison services, to helping the DIT increase exporting from the UK. Matt is currently leading our work with British Business Bank reimagining communications strategy as they take the lead on administering the Government's mechanisms to support businesses through the current Coronavirus health crisis.

## **Data and Direct Marketing**

ENGINE was born in a digital world, so data is in our DNA. We're also proud to have been shortlisted for Direct Agency of the Year five times in the last eight. Each year we undertake 400+ data analytics projects, manage 500+ campaigns and send 40+ million emails. We've worked with the Royal Air Force for 5 years, helping them with recruitment which is, for them, lead generation and conversion. ENGINE produces their advertising, website and content. We have brought together data sets from throughout the customer journey giving us insights into every touchpoint. This data-centric way of working has led to improvements in advertising creative, media buying, website content, web design and the application process. This meant recruiting more people, in less time, at a lower cost.

## **YOUR UKEF DATA AND DIRECT MARKETING LEAD;**

■■■■■ has 15 years' experience delivering personalised communications. ■■■■ currently leads the team at ENGINE delivering thousands of different campaigns to many millions of our clients' customers each year through technologies including Salesforce and Adobe. ■■■■ has deep technical expertise in all elements of delivering email campaigns, from making data selections, building workflows, using automation and is an expert in the Salesforce platform, including Pardot.

## **PROACTIVE MEDIA RELATIONS**

ENGINE has strong relationships with journalists and our Media Unit is made up of former news editors, political editors, correspondents and producers. We have a track record of using regional data, insights and case studies to reach local SMEs and with stories that resonate with their location, size and sector. We have successfully done this for clients including Start Up Loans, Network Rail Property and Adecco. ENGINE has provided national and regional press office support for organisations including the Department for International Trade. Our press office specialists work closely with stakeholder relations colleagues to ensure an integrated approach to reaching key stakeholders across multiple channels.

## **YOUR UKEF MEDIA RELATIONS LEADS;**

■■■■■ has over 10 years' experience in the financial services sector. Starting ■■■■ career at Goldman Sachs, ■■■■ clients have included some of the world's largest asset managers, banks and investment consultants. At ENGINE, Georgie is responsible for the domestic and international media relations strategy for clients across the retail banking, fintech and investment space. She has worked with Nationwide, launching the successful bid campaign to secure funding for an SME banking proposition and the venture capital arm of British Business Bank, British Patient Capital, which supports UK SMEs through venture funding.

■■■■■rs ■■■■ has almost 9 years' experience supporting organisations communicating with a wide range of stakeholders. Recent and ongoing work includes helping the Australian investment management company IFM Investors build its UK profile among national and regional political stakeholders. ■■■■ has worked with SMEs in the housing finance sector, supporting their engagement with local and devolved governments in London and Birmingham.

**A02:** For British businesses, the last few years have been some of the most challenging, with the uncertainty over Brexit followed by the 'Black Swan' advent of Covid-19. The task over the next four years is to show business owners that recovery can bring more opportunity than ever before, with UKEF poised as their natural partners, giving them the edge to embrace the thriving future of Global Britain.

## WHO ARE WE TALKING TO?

The 2020 audience focus for UKEF is domestic companies with fewer than 250 employees and an annual turnover of between £100K and £50m, covering all SME companies from Micro to Large. Currently UKEF over-indexes on larger (and older) SME companies, whereas all exporters skew towards Micro. We see a need to sustain and build UKEF's relevance to all SMEs, especially the smaller businesses as they represent a major opportunity for this campaign. Often it is these smaller companies who are less self-assured and require greater levels of support especially around complex financial decisions<sup>1</sup> and it's with them that UKEF can potentially have the greatest impact.

## WHAT ARE OUR CORE INSIGHTS INTO THEIR BROAD ATTITUDES AND BEHAVIOUR?

### 1. They are *particularly* time poor and need simple & concise information to make informed decisions quickly

SME managers are rarely focussing on any one element of their business at any time. They are under constant pressure to make decisions quickly and fully justify choices made. The Fortune 500 estimates that in a single year, decision making accounted for 530k lost hours of work due to discussion & inefficiencies<sup>2</sup>. ***Providing the clarity to cut through these mental logjams and ease decision making is key to the campaign.***

### 2. They place value and importance on expert opinion and help

The SME Trade finance research states that many SMEs fail to seek advice, however we know this is not because they do not value the right type of support. Our own research into business audiences showed that although they are confident in their own abilities, they are keen to receive specialist advice – especially when it comes to financial decisions<sup>3</sup>. ***We need a campaign that brings to life UKEF's expertise in a credible and approachable way.***

### 3. They want people to talk at their level, in their language

Whilst the target audience covers a range of different roles, mindsets and experience there are still universal truths that bind them all together. Broadly the target audience identifies as established and confident but are put off by anything that feels condescending or communications talking down to them. ***The conversation needs to feel peer to peer.***

### 4. SME managers think of themselves as both a business and an individual

Our target audiences' days are full on, rarely following any kind of 9 - 5 routine. Thinking about and dealing with work encroaches on their every waking hour. As such there is a real bleed between the personal and the professional and they tend to think of themselves as both - often concurrently<sup>4</sup>. ***We know how to communicate with them as business owners but adding a consumer lens can also be extremely effective when targeting SME's.***

<sup>1</sup> British Business Bank: Segmentation model

<sup>2</sup> McKinsey: Decision making in the age of urgency April 2019

<sup>3</sup> Quantitative business customer research groups: Santander

<sup>4</sup> SME interviews conducted for pitch

## **5. They see power in seeing and learning from people like themselves**

Our work with BBB, DIT and Santander has shown the importance businesses place on learning from people they trust and respect, whether that is friends, family, advisors or peers. A key insight is the value they place on learning from those who are at a similar business life-stage to them and who have already navigated the areas for themselves. ***There is power in using real businesses to energise our audience.***

## **6. They want to steer their own ship**

SME's are looking to experts to give them confidence and reassurance and show them the way *but* want to actively decide themselves<sup>5</sup>. ***We need to empower our audience.***

## **7. SMEs are not a homogenous group of people**

The target audience is not and should not be thought of as a homogenous group of people. They include differing needs and degrees of hand holding, especially regarding exporting. Whether they are Quicksilvers who are more financially informed and more likely to have financial qualifications, or Potential Gazelles who are more open to advice, they need to be able to answer their questions without being overwhelmed or put off<sup>6</sup>. ***The campaign needs to allow users to find the right level of information for their needs and experience.***

## **EFFECTS OF THE CURRENT CLIMATE**

Although a lot is uncertain, the likely immediate context is one of extreme caution.

### **1. It is a difficult time for all business**

The World Trade Organisation has predicted that global trade is heading for “an ugly fall” with trade on course for the worst year in decades (even more than the slump that came with the financial crisis). It has warned that world trade could fall by almost a third due to heightened fears for the world economy as nations scramble to contain the Covid-19. This is supported by findings from the SME monitor report showing a decline in SME growth, with 19% reporting a decline in size in 2019, even pre-outbreak.

Added to this is the fact that the impact of Coronavirus and lockdown is yet to be realised, but market downturn signals the likelihood of the UK (if not more economies) moving into recession or even a depression. It was reported recently that 1m businesses will run out of cash by the end of April. A lot of SMEs are now purely in survival mode rather than business expansion and it is likely to be more important than ever for them to access the UKEF services. ***Any campaign needs to play its part in helping the UK reach its potential.***

### **2. With market uncertainty, businesses aim to minimise risk, now more than ever**

In addition to difficult trading conditions, uncertainty is compounded by escalating trade tensions between countries, anxiety over traversing the transition period we are currently in and the fact that leading economies have recorded their largest fall on record in activity last month<sup>7</sup>. 24% of SMEs stated political uncertainty as a major barrier to business. Both factors mean SMEs may shy away from export expansion all together or will want to reduce any risks associated with each export. ***We need to make UKEF the go to option, a partner providing security and reassurance, allowing businesses to trade with minimal risk and take advantage of new opportunities in an unpredictable environment.***

To address this, we need to also challenge longer-term issues connected to exporting and export finance:

<sup>5</sup> SME customer research: DIT

<sup>6</sup> British Business Bank: Segmentation model + SME finance monitor survey Q1 - Q3 2016

<sup>7</sup> Organisation of Economic Cooperation and Development indicators

## AUDIENCE BEHAVIOUR: EXPORTING

### 1. Exporting is not embedded behaviour

In 2019 only 9% of SMEs exported, but 60% of these were as a result of direct contact from overseas. Whilst not all businesses and their products are suitable for exporting, for those that are, there are physical, financial as well as psychological barriers to surmount. This shows a decline in optimism regarding the prospects for UK exports over the next five years as businesses. Of those businesses who anticipated a reduction or cessation of exports they cited cost implications (7%) and Brexit (6%) as two core reasons. 65% of our target audience exports to the EU so the ramifications of leaving will be strongly felt and adding to levels of uncertainty<sup>8</sup>. ***There's a critical need to reassure and support existing exporters as well as new-to-exporting businesses***

### 2. There's a widespread perception that exporting is not right for *their* companies, especially in current circumstance

Through our work with DIT we have a wealth of knowledge and insights into the challenges of getting an SME audience to engage with exporting. We know that for some, exporting is a challenge due to fundamental issues such as lack of staffing resources. Whilst nearly all those SMEs we spoke to understand the benefits of exporting overall, for those who aren't exporting they simply don't believe it is the right thing today for THEIR company. So, while there are many companies with products capable of exporting, there are psychological barriers in place preventing them from seeking success overseas. ***The campaign needs to complement the broader exporting conversation.***

## AUDIENCE BEHAVIOUR: EXPORT FINANCE

Although the success of UKEF is clearly closely connected with the wider ability of the Government and others to motivate non-exporters to overcome these barriers and pursue export orders, even then UKEF has more specific challenges to meet with this audience.

### 1. Low awareness of finance trading overall

Trade finance is not well understood with only 3% spontaneous awareness that any Government organisation provides export finance at all, with only 8% of SMEs using external finance specifically to support their export contracts<sup>9</sup>. Our research shows that SMEs often think that export finance is not relevant<sup>10</sup> for them but at the same time 27% of SMEs report turning down or losing business in the last 2 years due to payment or working capital challenges. Lost sales can be avoided by working with the UKEF but there is a need to clearly show how UKEF is the right choice for their business.

Of companies that are exporting, there is a decrease in the proportion of businesses reporting that they had sought advice and support about exporting. The figures you shared show a core barrier is the lack of awareness around trade finance with recognition of UKEF at 26%, and of those who do recognise the name, only 37% know a lot or little about them.<sup>11</sup>

Once people are aware of trade finance, we need to overcome the misconception that UKEF isn't for them. Due to the fact SMEs are juggling multiple things simultaneously they have a desire for comprehensive solutions; they don't have the time to deal with lots of "little bits". UKEF offers a suite of solutions that can solve all their exporting problems in one. ***There is power in the suite of solutions alongside the impartiality and creditworthiness offered with UKEF.***

<sup>8</sup> DIT National Survey of Registered Businesses' Exporting Behaviours, Attitudes and Needs

<sup>9</sup> Data supplied from UKEF

<sup>10</sup> DIT SME qualitative consumer research

<sup>11</sup> Data supplied from UKEF

## **2. Businesses first port of call is commercial lenders**

Trade finance is obviously only one amongst a range of options available to business with 55% of SMEs reporting a high level of trust in their main banks<sup>12</sup>. Many have strong and established relationships with their banks and bank managers. Often this is therefore their first - and crucially **only** - port of call for financial advice which can unnecessarily limit their view of opportunities available. This campaign needs to communicate the fact trade finance is available for exporting, AND then explain UKEF can help them find the right levels of support for their business (indirectly or directly).

UKEF is not in competition with commercial sources but instead aims to complement this, working alongside 70 private insurers and lenders. Most of the support offered by UKEF is done by connecting companies with suppliers (300k last year); only when no existing commercial source is appropriate will UKEF assume the credit risk themselves. ***The campaign needs to leverage these partnerships and relationships.***

## **WHERE DO THEY LOOK FOR INFORMATION?**

Our target audience's heavy media consumption across channels will inform our campaign and channel planning decisions.

### **1. There is a bleed between personal and professional**

We established earlier that smaller businesses often blur the lines between thinking of themselves as a business and as a consumer. The same is true of how they absorb and access information. They rely on peer networks, mainstream media and digital engagement. Financial and trade media remain essential channels to reach your audiences. Business Quarterly or smallbusiness.co.uk are great for reaching SMEs, but so too are The Sun and Daily Mail. ***Strengthening our view that considering a consumer lens for both creative and media strategy will give UKEF the edge.***

### **2. Search still reigns supreme**

In the DIT National survey all businesses were asked (without prompting) to say where they would go for support or advice on exporting. Overall, around half reported that they did not know where to go or were not interested but one in six said they would conduct online searches. When searching directly for UKEF, Gov.uk is returned ahead of GREAT, and organic search for trade finance does not return any results for UKEF. These two different destinations can be a cause of confusion with differing depth of detail between the two. ***There is the need for an effortless and simple user journey to guide people through to relevant content.***

## **IN SUMMARY**

**In the current climate businesses are facing challenging times but UKEF can help them fulfil their potential. Raising awareness of trade finance and the suite of solutions from UKEF, will help instil confidence and overcome barriers to exporting. We believe we can empower SMEs to make informed decisions quickly, reassured they have the right level of expert advice and support necessary for *their* needs.**

<sup>12</sup> SME Finance Monitor survey

**A03:** The world is a very different place to the one when this campaign launched. Businesses are facing difficult trading conditions, compounded with uncertainty around escalating trading tensions, the impact of Covid-19 and the potential recession we all face. The end of the Transition period adds an extra layer of uncertainty. Many businesses are simply in survival mode, but the reality is that it is now more important than ever that SMEs have awareness of the UKEF service offering. Seizing new opportunities around exporting may be a key part of SME business survival and sustainability over the short and long term.

The time is right to step up. The UK punches below its weight in exporting and businesses are not capitalising on the opportunities available. Many SME business owners say they are willing to take risks for growth, but this impasse remains - driven by a lack of understanding of the support available to confidently take on these opportunities. With the domestic climate likely to be a continued challenge for UK businesses, the need to seize opportunities overseas, and to harness the scale which could be generated from our nation's natural entrepreneurial spirit, can no longer be a secondary consideration. Without truly getting to grips with this challenge, we are at risk of not fulfilling the promise of a truly Global Britain.

We're excited by this brief not just because the challenge is so vital, but also because we believe there is a massive opportunity to increase the impact UKEF has. 43% of SMEs agree that the right export finance and insurance can make a difference, but only 3% of SMEs who completed the awareness survey said they are aware of any government organisations that can provide export finance<sup>1</sup>. When it comes to uptake of external finance options, only 8% of SMEs report using external export contracts but 27% turn down or lose business due to payments or working capital challenges. That can't continue.

This is a vital opportunity: but also a challenge to rise to. Now more than ever, SME support from the UK Government, UKEF and wider financial services industry will be under scrutiny.

Right now there is a big disconnect between what businesses want and what they think is available to them and this is why we believe the need is to go beyond simply refreshing this campaign and more fundamentally re-energise and reimagine it.

For example, the existing campaign evaluation shows that whilst delivery of leads has been historically good, the conversion rate from Meaningful Engagement to Qualified Lead continues to offer opportunities for improvement as we move forward into this next phase. The changing environment means you cannot simply continue to do what you have been doing today and expect to remain effective and impactful.

## **RE-ENERGISING THE EXPORTERS EDGE**

Our b2b marketing experience, from energy supply to insurance, gives us confidence that the insight underpinning the Exporters Edge - that business owners are hungry to learn about untapped "inside edges" to enhance their business's performance - is a strong one.

We believe that the opportunity is to re-energise that idea creatively, and then to enhance the performance of the campaign throughout the sales journey so that more, better quality leads are generated in the first place, and that more of these are subsequently converted.

## **RE-ENERGISING THE CREATIVE**

The crucial role for broadcast communications, whether in bought or earned media, is threefold: (1) to create awareness of UKEF, (2) to build understanding of how it can help potential exporters, and (3) to drive real interest in behaviour change. Only if these goals are fulfilled will prospects engage, and can we start a dialogue to lead to enhanced conversion.

<sup>1</sup> Appendix H: UKEF awareness survey

We believe that the current campaign has delivered well, but in the critical years ahead for our country, it's important to enhance delivery against each of these.

- Case studies are a powerful way of building credibility with business audiences. For that reason, they're also hugely over-used. As an organisation with still comparatively low awareness, this format doesn't help increase distinctiveness and standout
- Heroing the customer builds connection, but doesn't help understand the role of UKEF or make it seem important and pivotal (portraying the UKEF adviser and the exporter together would be a simple build)
- Case studies of successful exporters use one behaviour change tool - success priming. But there are others which could be at least as persuasive - e.g. social norming: making non-users feel like they were the odd ones out by not taking up the Exporters Edge.

There are five principles we'd apply to taking the Exporters Edge creative to the next level:

1. **WE EMBODY DYNAMISM:** SMEs are action orientated and we need to reflect this in our approach. We need to become more active, replace statements of fact with calls to action. We need to motivate people to seek out information, empowering them to make decisions quickly and instil confidence in the process.
2. **WE INSPIRE:** Times are tough for SMEs. We need to show that exporting is an exciting opportunity within their reach and position UKEF as the partner of choice to help them take advantage of these opportunities. We also need to bring these opportunities to life - showcasing buyers to show that international business is a lot closer than many think.
3. **WE BRING SIMPLICITY AND RELEVANCE:** Most individuals, businesses included, find dealing with finances and financial terms stressful, and the choice paradox means that when faced with too many options people revert to doing nothing. It is vital that we make the complex simple, with a clear, single message, delivered in the right way and at the right time to motivate our audience to action.
4. **WE EMBODY TRUST:** We must communicate that UKEF is a trustworthy alternative to commercial providers. This involved inspiring confidence and belief in what is being communicated through a combination of straight talk and reassuring language.
5. **WE CONNECT AT AN EMOTIONAL LEVEL:** The current creative misses one vital element: it does not get to the heart of the emotional impact discovering an 'exciting option to grow' can bring to UK SME owners, their staff and their families. The creative needs to pivot to bring to life the brand personality of UKEF while emphasising the tangible outcomes this option can bring, beyond finance.

## RE ENERGISING THE WIDER CAMPAIGN

These principles will be delivered in our creative, intelligent use of data, CRM, media and our approach to content and outreach. But the element that runs through all that we do is the recognition that this is about engaging with real people, who have real issues and real ambitions. Campaigns have resonance when they connect with audiences emotionally while providing rational justification as to why action needs to be taken.

Just as SMEs are outcome focused, this principle will be at the core of our campaign. The demand generated through driving awareness must be harvested with strong direct response elements of the campaign for those with a high intent to act. Each and every part of a campaign needs to be measurable and effective. **Achieving this will achieve results.**

## **RE-ENERGISING OUR STORYTELLING**

Good storytelling is imperative to achieving emotional resonance which in turn motivates and drives action. We will utilise the triggers which have the strongest impact, with messaging and approach bespoke to our key SME subsets (i.e. clean energy and oil and gas; young business owners; business based in the North East) to deliver a sense of personalisation and collective pride and ambition which in turn delivers a subtle shift of mindset.

Case studies should be only one tool in our toolbox, used selectively as a proof point of a wider strategy, they are not the strategy itself. We propose creating a new bank of case studies which address each of our individual principles and which are segmented to ensure that we avoid a blanket approach which will fail to achieve cut through.

While profiling case studies of successful exporters who have used UKEF is important, we need to go one step further. The current campaign only tells half the story. If we are to encourage SMEs to trust international business, we must bring this international business closer to them. Just as we show that behind every UK SME business owner sits a human, we need to demonstrate that businesses abroad are also run by humans with real issues and real ambitions. Two business owners trying to build a better life for themselves and if done together, great things can be achieved. This is the story we need to tell.

## **RE-ENERGISING HOW WE USE DATA**

Success demands that we do not treat all SMEs as one homogenous group. We need to ensure we can react to the individual business needs and levels of experience. Understanding their previous interactions and behaviours with UKEF and breaking down relevant barriers to action, prompting the most relevant next step for that individual. Reacting to user behaviours and interactions means we can deliver tailored and relevant journeys and follow ups for each individual. Intelligent use of data is the solution here.

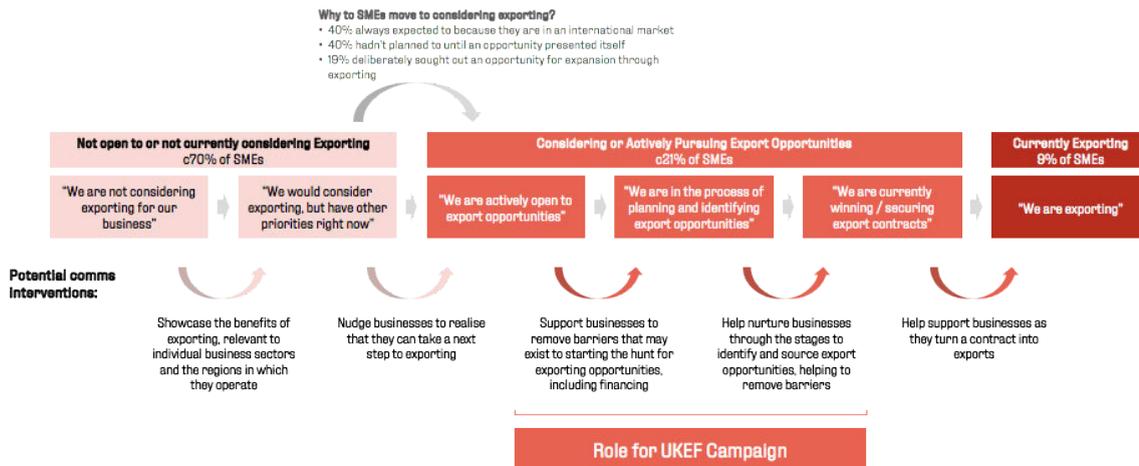
Currently there is very little evidence that the data gathered by UKEF is utilised to its full effect. Powerful statistics make for powerful stories and we need to maximise the opportunity to translate data into meaningful insights which resonate on a personal level both with those considering UKEF and indeed with those who are yet to engage with this option.

Statistics are particularly effective in media strategy where media engagement relies on new, unbiased thinking to create readable stories. To date, news announcements have tended to focus on factual updates about UKEF rather than about the SMEs themselves. We propose that alongside set piece announcements, we intelligently use data to create compelling stories with nuanced angles for a range of national, regional and trade publications.

## **RE-ENERGISING COMMUNICATIONS THROUGH THE FUNNEL**

We need an agile approach that enables us to appropriately respond to the evolving external narrative in relation to business performance and exporting whilst this campaign is live. And this approach needs to be built from a clear journey with the audience at the heart.

Our draft customer journey and segmentation of SMEs for this campaign (see diagram below) allows us to then identify where UKEF comms interventions can be most effective alongside interventions from other agencies who are inspiring businesses to consider exporting and helping them to source opportunities overseas. Our role is therefore to nurture and help to efficiently progress those businesses who are open to export opportunities through to them securing and winning an actual contract. It is at these stages that export financing is a significant barrier we need to help them to overcome.



To move people effectively through this journey, we need to build a communications framework that flexes to our target audience's awareness and understanding of (1) trade finance, and (2) UKEF as a source of this finance.

Our approach to comms planning continues to put the audience (not the channel) at the heart of our thinking, and we distinguish between activity at three levels:

- **Mass activity** - targeting our entire universe through communications that is designed to reach the total audience - including advertising, partnerships and PR
- **Grouped** - targeted communications where we can place differentiated messages in front of different audiences to anchor the message in a way that is relevant for them through advertising, PR and partnerships
- **Individual** - moving individual leads through the journey based on the best next communications and actions for them

This allows us to build individual journeys that combine messaging that is relevant to everybody, the needs of specific groups (e.g. sectors or behavioural groups) and of individuals. This data model marks a shift to becoming more outcome-focussed, identifying early and then nurturing leads who are most likely to progress to become exporters. And using a new data model to score and prioritise the best next communications action that will help them to progress efficiently. Ensuring there are no dead ends to journeys and that UKEF is proactive in acknowledging and following up on all interactions taken, from pushing more relevant and interesting content to driving specific actions.

## RE-ENERGISING YOUR BUSINESS

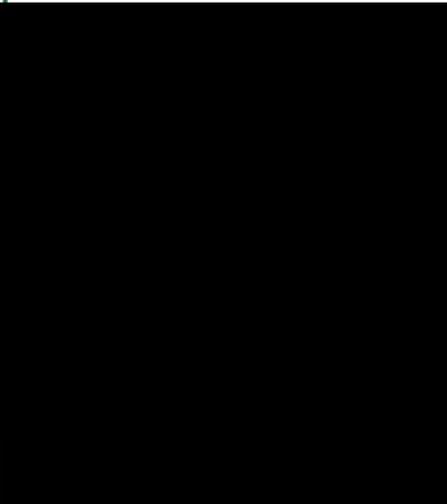
**Your success has never been more important to all of us. You've already achieved a huge amount for our country. However we believe that working with you over the coming years, by bringing a fresh creative perspective, a new and dynamic approach to how we tell stories and use data, and a new zeal to optimising performance throughout the funnel we can give UKEF a fresh business edge.**

## SCHEDULE 10

### CALL-OFF CONTRACT CHARGES

1. Section 3 of this Schedule lists and defines various roles that can be used and charged for during the contract (the list is not exhaustive). Each role has been placed in a “Level” according to the framework rate card (Junior, Mid, Senior, Board).
2. The Agency has provided an agreed daily rate for each level of role that will apply to all roles within that level, and any subsequent new defined roles during the term of the contract and will be the maximum that can be charged for those roles. This includes where the Agency is charging for a role that is provided through a partner or subcontracted agency. These are visible below in Table 1.

Table 1 – Role Level Rates

Level	Rate Per Day
Board	
Senior	
Mid	
Junior	

3. Table 2 gives examples of roles that the Client expects to fit into each level. This list is not exhaustive and additional roles can be added to each level during the life of the contract.

Table 2 – Role Definitions

Area	Role	Role Definition
<b>Board</b>	Strategy Director	Responsible for all Strategic output of the Agency. Typically 20 years + experience.
	Technical Development Director	Most senior person responsible for managing all technology requirements at the agency.
	Data Planning Director	Most senior person responsible for defining data strategies for businesses.
	Business Director	Overall leadership of the clients business within the agency ensuring best in class service, supporting the client team with business challenges and informing the client team with the latest industry trends.
	Chief Digital Officer	Leadership of all digital and social marketing for the agency. Leads on strategies and ensures industry best practice is implemented across all activity.
	PR Board Director	Senior counsel and strategic consultant, with overall leadership of PR team.
<b>Senior</b>	Senior Account Director	Provides strategic direction and leadership to ensure agency optimises its client offering in line with client's business goals and objectives. Works across multiple client brands or services and client agency.
	Senior Planner	Recognised expert in the subject matter with experience across multiple clients and sectors, works with client to help set strategic direction for activity.
	Senior Research Exec	Expert in defining and leading research across a broad range of research disciplines.
	Creative Director	Reports to Executive Creative Director. Responsible for the quality of all creative work produced by the agency for a group of clients. Directs activities of team to maintain standards of creative excellence and ensure achievement of goals. Senior level client contact and presentation.
	Creative Technologist	Responsible for leading front-end digital design across various platforms.
	Information Architect	Responsible for creating the architecture of website and digital applications, including the organisation of information and content and defining navigation solutions.
	Technical Development Manager	Develops coding utilizing HTML, Flash and other programming platforms for web interface/front-end architectures.
	User Experience Consultant	Responsible for translating user goals and creative ideas into a digital user interface/user experience architecture across web, email and online applications.
	Head of Influencer & Partnerships	Oversees Influencer Strategy, Influencer Identification and outreach activities including management of partnerships and contracts.
Senior Data Planner	Expert in setting data strategies, reporting and interpreting of results and recommendations to inform ongoing strategies.	

	Studio/Delivery Lead	With a creative background, the Studio Lead provides the quality assurance across all content created ensuring formats and specifications are correct and content aligns to brand guidelines. Leadership of all members of the content studio.
	SEO Consultant	Channel expert in advising on SEO strategies.
<b>Mid</b>	Project Manager	Overall responsibility for the successful initiation, planning, design, execution, monitoring, controlling and closure of a project.
	Digital Production Director	Oversight of all aspects of production for film, video, or other forms of digital media
	Copywriter	Responsible for the creation of copy, usually under supervision, for print, digital, and collateral material; may or may not supervise others or have client contact.
	Art Director	Responsible for creation of ideas that will positively engage and influence consumer behaviour. Translates conceptual thinking into visual design for all campaign components.
	Senior Campaign Manager	All aspects of campaign management and administration from strategic response to creative / design development and production and delivery. Stakeholder management and coordination, managing schedules, creation of estimates and maintaining accurate status reports.
	Planner	Analysis and compilation of primary as well as secondary research, meeting client requirements, includes developing digital media strategies across multiple digital marketing channels. Provides insight to clients, regarding consumer preference. Assist in the development of overall marketing.
	Web Developer	Develops coding utilizing HTML, Flash and other programming platforms for web interface/front-end architectures.
	Influencer & Partnerships Manager	Oversees day to day Influencer programmes including management and reporting.
	Analyst	Analysing relevant data and creating reports.
	Motion Producer	Creative role with design, art working, filming, animation and photography capabilities.
	Email Manager	HTML email build, content population, testing and quality assurance.
	Senior Social Media Manager	Significant experience in planning and delivering social campaigns, content creation, moderation / customer service and reporting.
	SEO Analytics Manager	Expertise in provision of SEO analytics.
	Proof-reader	Provision of expertise in final proofing of documents.
Designer	Involved in the development of visual concepts for use in print, digital and collateral work.	

<b>Junior</b>	Account Manager	Supporting all campaign management and administration tasks within the account team.
	Content Leader	Specialists in loading content into all forms of Content Management Systems.
	Social Media Manager	Planning and delivering social campaigns, content creation, moderation / customer service and reporting.

**SCHEDULE 11**

**TEMPLATE STATEMENT OF WORK**

**Statement of Work**

**This Statement of Work is issued under and in accordance with the Call-Off Contract entered into between the parties dated *[insert date of signature of Call-Off Contract.]***

<p><b>Project:</b></p>	<p><i>Set out a short description of the Project.</i></p>
<p><b>Project start Date</b> <b>Notice period for cancellation</b> <b>[Project Notice Period]:</b></p>	<p><i>Set out the start date for this Project and its duration and the likely end date if known—state whether for a fixed term or an initial term and then rolling subject to notice.</i></p> <p><i>Where the parties are agreeing a Project Notice Period for cancellation of Project, specify the notice period</i></p>
<p><b>Overarching Brand/Campaign</b></p>	<p>If this campaign is part of a wider overarching campaign, or uses specific Government owned brands (such as the GREAT Britain brand for example) please state them, and what relationship of this campaign will be to them.</p>
<p><b>Services &amp; Deliverables:</b></p>	<p>Set out a description of the Services and Deliverables to be supplied by the Agency for this Project.</p> <p>State any specific activities agreed in the pitch that are to be delivered as part of this campaign.</p> <p>Ensure you capture any work across distinct specialisms or channels, or example if you were working on an integrated campaign you may write:</p> <p>Creative for campaigns (service)</p> <ul style="list-style-type: none"> <li>• Development and testing of creative propositions (deliverables)</li> <li>• Creative assets for use on social media</li> </ul>

	<ul style="list-style-type: none"> <li>• Delivery of creative assets for “Above the Line” media</li> <li>• Seamless working with the client’s media buyer to deliver assets in the correct format to required deadlines</li> </ul> <p>PR</p> <ul style="list-style-type: none"> <li>• PR strategy that compliments the “Above the Line” approach</li> <li>• Development and delivery of PR hooks/stunts in agreement with the client</li> <li>• Development of three Op eds, case studies and three feature articles</li> <li>• Management of media at up to seven events, working with departmental press office</li> </ul> <ul style="list-style-type: none"> <li>• Evaluation in accordance with the HMG evaluation Framework</li> </ul> <p>State if you require any specific requirements and ways of working such as third party consents, licences, clearances that Agency needs to obtain and products or purchases.</p> <p>State that Client’s use of the Deliverables will be “subject to any third party usage rights which are notified to the Client in accordance with this Call-Off Contract”.</p>				
<p><b>Inclusion of Additional Schedules</b></p>	<p>The following Schedules are incorporated into this Scope of Work</p> <table border="1" data-bbox="641 1460 1350 1832"> <thead> <tr> <th data-bbox="641 1460 1007 1646"><b>Schedule Name</b></th> <th data-bbox="1007 1460 1350 1646"><b>Incorporated (Mark with ‘X’ if incorporated)</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="641 1646 1007 1832">Creative Advertising Services (online and/or offline)</td> <td data-bbox="1007 1646 1350 1832"></td> </tr> </tbody> </table>	<b>Schedule Name</b>	<b>Incorporated (Mark with ‘X’ if incorporated)</b>	Creative Advertising Services (online and/or offline)	
<b>Schedule Name</b>	<b>Incorporated (Mark with ‘X’ if incorporated)</b>				
Creative Advertising Services (online and/or offline)					

	Social Media Services	
	Public Relations	
	Simple Software/web site/app development	
	Below the line/experiential	
<b>Project Plan:</b>	<i>Set out the timing of each phase of the project, any key dates and/ or delivery of the Services and/or the Deliverables (if known)</i>	
<b>Contract Charges:</b>	<p><i>Set out the calculation of the Contract Charges [(including rules for the recovery of expenses)] payable to Agency for this Project e.g. details of any fixed price, time and materials in which case Agency's Rate Card should be attached, together with invoice dates or milestones that trigger payment.</i></p> <p>All rates should be less than the maximum rates set out in the Agency rate card submitted as part of the original framework evaluation as set out in Framework Schedule 3.</p> <p><i>Set out any payment terms specific to the Project.</i></p> <p><b>Examples of different wording for Contract Charges:</b></p> <p><i>The Client shall pay the Agency the sum of £[...] for delivery of these Services, payable in monthly instalments. For the avoidance of doubt, the Contract Charges shall be inclusive of all third party costs</i></p> <p>OR</p> <p><i>The Contract Charges shall be calculated using the hourly charge out rates shown in [the Agency's rate card, [provided that the total Contract Charges shall not exceed £ [...].] For the avoidance of doubt, the</i></p>	

	<i>Contract Charges shall inclusive of all third party costs.</i>
<b>Client Materials:</b>	<i>Set out details of the materials or information to be provided to the Agency.</i>
<b>International locations</b>	<i>If Services are to be supplied outside the UK, specify additional territories here</i>
<b>Client Affiliates:</b>	<i>If relevant, set out any Client Affiliates which will be using Deliverables</i>
<b>Special Terms:</b>	<i>Set out any special terms that are intended to take precedence over the Call-Off Terms and/or the Schedules to the Call-Off Terms such as, security requirements, warranties, specific insurance requirements etc. .</i>
<b>Key Individuals :</b>	<i>Set out details of the key personnel from the Agency for this Project if relevant.</i>
<b>Authorised Agency Approver:</b>	<i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Agency for this project.</i>
<b>Authorised Client Approver:</b>	<i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Client for this Project.</i>

Signed by:.....

by (print name):.....

As Agency Authorised Approver for and on behalf of

[Agency]

Date.....

Signed by:.....

by (print name):.....

As Client Authorised Approver for and on behalf of

[Client]

Date.....

## SCHEDULE 12

### TRAVEL AND SUBSISTENCE POLICY

#### Department for International Trade – Travel and Expenses Policy 2017

##### 1. Introduction

The nature of DIT's business means that Agency Staff 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.

Agencies and their workers 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 Agency, 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 Agency, 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 Agency, 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 Agency, 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 Agency, 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 Agency, 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 expense: Business (subject to prior agreement with the Client)
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\* 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 Agency, 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 Agency, 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 Agency, 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 Agency, 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 Agency, 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 made 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 Agency, 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 Agency, 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.

## **6. Hotel Bookings**

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

- London - £135 and
- Outside London - £85.

## **SCHEDULE 13**

### **GOVERNANCE & 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 to develop 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 13 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 will put forward a named individual (e.g. Account Manager) who 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. This is collectively across all Statements of Work issued under the Contract.
- 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 three (3) Months from the contract Commencement Date.

#### **Operational & Review Meetings**

- 3.1 Regular, Face-to-Face, review meetings ("operational & service review boards"), will take place throughout the term of the contract. These will be at DIT offices in London.
- 3.2 The exact timings and frequencies of such meetings will be determined by the Client, and the Parties shall be flexible about the timings of these meetings.
- 3.3 The purpose of the Operational & Service Review Meetings will be to review the Agency's performance under the Contract and any reports. The agenda for each Operational & Service Review Meeting shall be set by the Client and communicated to the Agency in advance of that meeting.
- 3.4 The Review Meetings shall be attended, as a minimum, by the Client's authorised representative and the Agency's Account Manager. DIT Commercial can also attend if requested.

## **Governance Board Meetings**

- 4.1 Regular strategic review meetings will take place at the Client's premises throughout the Term unless otherwise agreed between the Parties ("contract review boards" and "annual review boards").
- 4.2 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.
- 4.3 The Agency shall procure that the key staff attend all Governance Board Meetings.
- 4.4 The Client attendees at Governance Board Meetings will include, but is not limited to those described in Annex A to this Schedule 13.
- 4.5 The purpose of the Governance Board Meetings will be to review the Agency's performance under this Agreement and discuss the strategic direction of the Services. The agenda for each Governance Board Meeting shall be set by the Client and communicated to the Agency in advance of that meeting. The Client will provide reasonable notice of the meetings.
- 4.6 The Agency's achievement of service levels shall be reviewed during the Governance Board Meetings.
- 4.7 The Agency's achievement of service levels against agreed KPIs shall be reviewed during the Governance Board 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 (Schedule 14).
- 4.8 The Agency shall provide any information and reports as reasonably requested by the Client in advance of each Governance Board Meeting. In particular, the Agency shall complete and return to the Client the Monthly Management Information Report at least four (4) clear working days before each Review Meeting.
- 4.9 The purpose of the Governance Board Meetings as set out in this Schedule is not exhaustive and may be developed by the Client during the term of the Contract.
- 4.10. The Agency must also note the Client's suggested ways of working to manage work through the Call-Off Contract as stated in Annex B, including the Agency's responsibilities to ensure smooth operation of the Call-Off Contract. This will also be reviewed at each Governance Board Meeting.

## **Efficiency Tracking**

- 5.1 The Agency shall cooperate in good faith with the Client to develop efficiency tracking performance measures for this Call-Off Contract. 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 Contract 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).

- 5.2 The list in paragraph 5.1 is not exhaustive and may be developed during the Term.
- 5.3 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 14 (PMF).
- 5.4 The ongoing progress and development of the efficiency tracking performance measures shall be reported through management activities as outlined in this schedule.

## Annex A – Governance Structure

LEVEL	ATTENDEES	RESPONSIBILITIES / ACTIVITIES	LOCATION/TIMINGS
<b>Level 3</b>  <b>Operational &amp; Service Review Board(s)</b>	<b>Client:</b> Campaign Lead  <b>Agency:</b> Relevant Account Manager for Campaigns being discussed  <b>Optional invitees:</b> (Include if required)	<ul style="list-style-type: none"> <li>• Reviewing live Statements of Work/Projects and horizon scan</li> <li>• Reviewing daily and weekly reports for the Statements of Work</li> <li>• At least once a month, review KPIs across all Statements of Work</li> </ul>	As appropriate  At least once a month a more formal review should take place.  Note: all forms of communication to be used
<b>Level 2</b>  <b>Contract Review Board</b>	<b>Client:</b> All Client Campaign Leads  Head of Marketing & Communications  DIT Commercial  <b>Supplier:</b> Agency Lead on each SoW  Account Director (or equivalent)  <b>Optional invitees:</b> (Include Legal Lead if needed)	<ul style="list-style-type: none"> <li>• Responsible for issues escalated by Level 3 Representatives. In particular:</li> <li>• Strategic direction</li> <li>• Relationship direction</li> <li>• Continual improvement and performance management</li> <li>• Contract Review</li> </ul>	Quarterly (or as appropriate)  Face-to-Face
<b>Level 1</b>  <b>Annual Review Board</b>	<b>Client:</b> All Client Campaign Leads	<ul style="list-style-type: none"> <li>• Performance</li> <li>• Strategic direction</li> </ul>	Annual pre-arranged but of course ad hoc meetings to be arranged to resolve issues escalated by

	<p>Head of Origination, Client Coverage, Marketing and Communications</p> <p>Head of Marketing &amp; Communications</p> <p>DIT Commercial</p> <p>Head of DIT Commercial Management</p> <p>DIT Finance</p> <p><b>Supplier:</b></p> <p>Account Director</p> <p>Account Manager</p> <p>Finance Manager</p> <p><b>Optional invitees:</b> (Include Legal Lead if needed)</p>	<ul style="list-style-type: none"> <li>• Relationship direction</li> <li>• Future direction</li> </ul>	<p>Level 2 Contract Review Board.</p> <p>Face-to-Face</p>
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## **SCHEDULE 14**

### **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 its Contract responsibilities under the Call-Off Contract. The purpose of the PMF is to outline how the Agency's performance and performance failures will be managed under the Call-Off Contract.
2. The PMF purpose is also 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. Key Performance Indicators (KPIs) will be set per SoW but overall service delivery will be managed via this PMF and the KPIs in Annex A.
4. In reference to the above paragraph 3, the KPIs in Annex A relate only to the Agency's management of the Contract. The KPIs are not linked to the campaign KPIs established within a SoW.
5. Performance management indicators for the Agency can 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**

1. The Agency shall detail performance against the Key Performance Indicators (KPIs) in the Monthly, Quarterly and the end of Contract Reports.
2. 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.
3. The first month of performance under the Contract shall not be formally measured against the KPIs. However, it will be used to develop the Monthly, Quarterly and Contract report template and agree the format and content to be included in the report.
4. Any performance issues highlighted in these reports will be addressed by the Agency, who shall be required to provide an improvement plan to address all issues highlighted within a week of the Client request.
5. 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.

6. KPIs are set out in the attached Annex A to this Schedule 14.
7. KPIs will be monitored on a monthly basis and will form part of the Contract performance review.
8. Where a KPI has a percentage measure the Agency's performance will be rounded up or down to the nearest whole number.
9. KPIs are to be agreed and finalised at the first quarterly Contract Review Board and will be confirmed under a Contract Variation.
10. Where any performance issues are highlighted, the Agency shall produce an improvement 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. The process for the submission of the improvement plan shall be provided to the Agency by the Client.

**ANNEX A**

**KEY PERFORMANCE INDICATORS (KPIs)**

1. At the first monthly meeting held following the commencement of services, the Client and Agency will confirm the following KPIs and confirm the understanding of how they are measured and rated. The agreed KPI regime will be executed via Contract Variation (in the format in Schedule 5 of the Call-Off Terms). Additional Contract KPIs can be agreed during the life of the Contract.
2. Specific KPIs relating to a particular event shall be agreed with each SoW that is commissioned and will follow the same format as below.

Metric	KPI	What is required to make this measurable?	KPI Measurement	KPI Rating	
				Red (Failure)	Green (Achieved)
Contract Management	KPI 1 - Monthly and Quarterly Reports and Invoices	Brief monthly reports to be produced within five (5) working days of the end of each month. Quarterly two page reports and invoices to be produced within five (5) working days of the end of each quarter. Invoices and associated report should be clearly linked and submitted in a timely fashion	Invoices will quote the correct PO, contract number, UKEF assigned Job Reference, the Authority Contact, and qualitative description of the work being done. Invoices must be clearly itemised. Associated reports should be clearly and explicitly linked to invoices to help financial tracking	Less than 100%	100%

	KPI 2 - Communication	Response to Client SoW s	Initial response provided within 5 working days turn around. The initial response should include as a minimum an estimated total cost and timescale for delivery.	Less than 95%	100%
	KPI 3 - Communication	Ongoing communication and operational review between the Agency and Client.	To produce and deliver Weekly Status Report, or as agreed alternatively, for each SoW and ensure the correct Agency staff attend meetings (either Face to Face or via teleconference) on the day/time specified by the Client	Less than 95%	100%
Cost	KPI 4 - Delivery of SoW within agreed charges	SoWs are delivered within 5% of quoted amount for the agreed requirement.	Evidenced in financial reporting as part of regular reports.	Less than 95%	100%
Quality of Service Delivery and Support	KPI 5 - Campaign Progress	Delivery of a quality service to UKEF and to deliver a high-quality world-class campaign.	Specific quality KPI's will be agreed for each SoW.  All work will be undertaken in accordance with the KPIs agreed.	Less than 95%	100%

	KPI 6 - Resourcing	Resources provided are as agreed for the campaign and tracking work	Resources provided are as detailed in the Agency's proposal and agreed with the Client for each SoW	Less than 95%	100%
	KPI 7 - Branding	The production of all printed and digital collateral to be compliant with UKEF Brand as defined by the UKEF Brand guidelines. The production of all communications pieces and copy to be approved by the UKEF before release or publication.	Ad-hoc physical inspection	Less than 100%	100%
Continuous Improvement	KPI 8 - Knowledge Development	Be proactive and take into account feedback in the spirit of improving knowledge base and understanding of UKEF proposition	Part of the ongoing communications between UKEF and the agency	Less than 100%	100%

**SCHEDULE 15**

**APPROVED SUBCONTRACTOR LIST**

Not used.

**SCHEDULE 16**

**COMMERCIALLY SENSITIVE INFORMATION**

Not used.