

**Contract for the Provision of Event
Management & Delivery Services, on behalf
of DIT for RWM 2017, Bett Asia 2017 and
Bett London 2018**

Contract Ref No: DN256998



SECTION A

This Contract is dated 7 April 2017

Parties

- (1) The Secretary of State for International Trade acting on behalf of the Department for International Trade (the Customer); and
- (2) **Ascential Events Limited**, a company incorporated and registered in England & Wales with company number 7925964 and registered VAT number GB486400442 whose registered office is at c/o Ascential Group Limited, The Prow, 1 Wilder Walk, London, W1B 5AP (the Supplier or Ascential).

Background

The Customer wishes the Supplier to supply, and the Supplier wishes to supply, the Services (as defined below) in accordance with the terms of the Contract (as defined below).

Agreed terms

SECTION A

A1 Interpretation

A1-1 **Definitions.** In the Contract (as defined below), the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause B4.

Confidential Information: any confidential information, knowhow and data (in any form or medium) which relates to BIS or the Supplier, including information relating to the businesses of BIS or the Supplier and information relating to their staff, finances, policies and procedures. This includes information identified as confidential in the Order or the Special Conditions (if any).

Contract: the contract between the Customer and the Supplier for the supply of the Services, in accordance with the terms of this Contract, any Special Conditions and the Order only.

Deliverables: all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of, or in relation to, the Services in any form, including computer programs, data, reports and specifications (including drafts).

Document: includes, in addition to any document in writing, any drawing, map,

plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

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

FOIA: the Freedom of Information Act 2000 and any subordinate legislation made under the 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.

Information: has the meaning given under section 84 of FOIA.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights (including moral rights), trade marks, service marks, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Customer's order for the Services, as set out in Schedule 2.

Pre-Existing IPR: shall mean any IPR vested in or licensed by a Party prior to or independently of the performance by the Parties of their obligations under this Agreement and in respect of such Party includes, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs;

Public Body: any part of the government of the United Kingdom including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales, local authorities, government ministers and government departments and government agencies.

Request for Information: a request for information or an apparent request under FOIA or EIR.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Order.

Special Conditions: the special conditions (if any) set out in Schedule 1.

Specification: any specification for the Services, including any related plans and drawings, that is supplied to the Supplier by the Customer, or produced by the Supplier and agreed in writing by the Customer.

Supplier's Associate: any individual or entity associated with the Supplier

including, without limitation, the Supplier's subsidiary, affiliated or holding companies and any employees, agents or contractors of the Supplier and / or its subsidiary, affiliated or holding companies or any entity that provides services for or on behalf of the Supplier.

TUE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time.

Working Day: any Business Day excluding 27, 28, 29, 30 and 31 December in any year.

A1-2 Construction. In the Contract, unless the context requires otherwise, the following rules apply:

A1-2-1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)

A1-2-2 A reference to a party includes its personal representatives, successors or permitted assigns.

A1-2-3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

A1-2-4 Any phrase introduced by the terms **including, include, in particular or** any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

A1-2-5 The headings in the Contract are for ease of reference only and do not affect the interpretation or construction of the Contract.

A1-2-6 A reference to **writing or written** includes faxes but not e-mail.

A2 Basis of contract

A2-1 The terms of this Contract, any Special Conditions and the Order apply to the Contract to the exclusion of all other terms and conditions, including any other terms that the Supplier seeks to impose or incorporate (whether in any quotation, confirmation of order, in correspondence or in any other context), or which are implied by trade, custom, practice or course of dealing.

A2-2 If there is any conflict or inconsistency between the terms of this Contract, the Special Conditions (if any) and the Order (including any Specification), the terms of this Contract will prevail over the Special Conditions and the Special Conditions will prevail over the Order (including any Specification), in each case to the extent necessary to resolve that conflict or inconsistency.

A2-3 The Order constitutes an offer by the Customer to purchase the Services in

accordance with the terms of this Contract (and any Special Conditions). This offer shall remain valid for acceptance by the Supplier, in accordance with clause A2-4, for 28 days from the date of the Order. Notwithstanding that after 28 days the offer will have expired, the Customer may, at its discretion, nevertheless treat the offer as still valid and may elect to accept acceptance by the Supplier, in accordance with clause A2-4, as valid acceptance of the offer.

A2-4 Subject to clause A2-3, the Order shall be deemed to be accepted on the date on which authorised representatives of both parties have signed a copy of this Contract, at which point the Contract shall come into existence. The Contract shall remain in force until all the parties' obligations have been performed in accordance with the Contract, at which point it shall expire, or until the Contract has been terminated in accordance with clause A3.

A3 Termination

A3-1 The Customer may terminate the Contract in whole or in part at any time before the Services are provided by giving the Supplier 30 days written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed.

A3-1-1 For the avoidance of doubt full payment will be made for all work completed at the point of receipt of notice of termination and for any other work which cannot be cancelled without financial penalty to the supplier up to the end of the notice period.

A3-2 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

A3-2-1 the circumstances set out in clauses B2-1-1, , C3-1 or C4-1 apply; or

the Supplier breaches any term of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach (Such right of termination under this clause shall not be unreasonably exercised); or

A3-2-2 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or

A3-2-3 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or

- A3-2-4 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier; or
- A3-2-5 (being an individual) the Supplier is the subject of a bankruptcy petition or order; or
- A3-2-6 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- A3-2-7 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier; or
- A3-2-8 (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver; or
- A3-2-9 a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or
- A3-2-10 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause A3-2-2 to clause A3-2-9 inclusive; or
- A3-2-11 there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010); or
- A3-2-12 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- A3-2-13 the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- A3-3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination or expiry of the Contract shall continue in full force and effect.
- A3-4 Without prejudice to clause A3-3, clauses B1, B2, B8, B5, B6, B7, B8, B9, C1, C2, C6 and C7 shall survive the termination or expiry of the Contract and shall continue in full force and effect.
- A3-5 Upon termination or expiry of the Contract, the Supplier shall immediately:

SECTION B

B1 Supply of Services

A3-5-1 cease all work on the Contract;

A3-5-2 deliver to the Customer all Deliverables and all work-in-progress whether or not then complete. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

A3-5-3 cease use of and return (or, at the Customer's election, destroy) all Customer Materials in the Supplier's possession or control; and

A3-5-4 cease all use of, and delete all copies of the Customer's Confidential Information.

B1-1 The Supplier shall from the date set out in the Order and until the end date specified in the Order provide the Services to the Customer in accordance with the terms of the Contract.

B1-2 The Supplier shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Order or notified to the Supplier by the Customer.

B1-3 In providing the Services, the Supplier shall:

B1-3-1 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;

B1-3-2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade

B1-3-3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

B1-3-4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Order, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;

B1-3-5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

B1-3-6 use the best quality goods, materials, standards and techniques, and ensure

that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;

B1-3-7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;

B1-3-8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises; and

B1-3-9 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services.

B1-4 The Customer's rights under the Contract are without prejudice to and in addition to the statutory terms implied in favour of the Customer under the Supply of Goods and Services Act 1982 and any other applicable legislation.

B1-5 If, in connection with the supply of the Services, the Customer permits any employees or representatives of the Supplier to have access to any of the Customer's premises, the Supplier will ensure that, whilst on the Customer's premises, the Supplier's employees and representatives comply with:

B1-5-1 all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and

B1-5-2 any Customer policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any Customer laboratory, facility or equipment which is brought to their attention or given to them whilst they are on Customer premises by any employee or representative of the Customer.

B1-6 The Supplier warrants that the provision of Services shall not give rise to a transfer of any employees of the Supplier or any third party to the Customer pursuant to TUPE.

B2 Customer remedies

B2-1 The Contract shall extend to any substituted or remedial services provided by the Supplier.

B2-2 The Customer's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

B3 Customer's obligations

B3-1 The Customer shall:

B3-1-1 provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services; and

B3-1-2 provide such information to the Supplier as the Supplier may reasonably request and the Customer considers reasonably necessary for the purpose of providing the Services.

B4 Charges and payment

B4-1 The Charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

B4-2 Where the Order states that the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:

B4-2-1 the charges payable for the Services will be calculated in accordance with the Supplier's standard daily fee rates (as at the date of the Order), subject to any discount specified in the Order;

B4-2-2 the Supplier's standard daily fee rates for each individual person will be calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by the Customer and the Supplier;

B4-2-3 the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of the Customer;

B4-2-4 the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to the Customer upon request; and

B4-2-5 the Supplier will invoice the Customer monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this clause B4-2 and clause B4-3.

B4-3 The Customer will reimburse the Supplier at cost for all reasonable travel, subsistence and other expenses incurred by individuals engaged by the Supplier in providing the Services to the Customer provided that the Customer's prior written approval is obtained before incurring any such expenses, that all invoices for such expenses are accompanied by valid receipts and provided that the Supplier

complies at all times with the Customer's expenses policy from time to time in force.

B4-4 The Supplier shall invoice the Customer in accordance with Schedule 1 (Special Conditions) and the payment schedule set out at paragraph 12.2 of the Order. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

B4-5 In consideration of the supply of the Services by the Supplier, the Customer shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice. Payment shall be made to the bank account nominated in writing by the Supplier unless the Customer agrees in writing to another payment method.

B4-6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

B4-7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow the Customer to inspect such records at all reasonable times on request.

B4-8 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part. The Customer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.

B4-9 The Supplier acknowledges and agrees that it will pay correctly rendered invoices from any of its suppliers or other sub-contractors within 60 days of receipt of the invoice.

B5 Customer property

B5-1 The Supplier acknowledges that all information (including confidential information), equipment and tools, drawings, specifications, data, software and any other materials supplied by the Customer to the Supplier (**Customer Materials**) and all rights in the Customer Materials are and shall remain at all times the exclusive property of the Customer (as appropriate). The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than for the sole purpose of performing the Supplier's obligations under the Contract and in accordance with the Customer's written instructions or authorisation.

B6 Intellectual property rights

B6-1 In respect of any goods that are transferred to the Customer under the Contract,

including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to transfer all such items to the Customer.

B6-2 Save as otherwise provided in the Special Conditions, the Supplier assigns to the Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables, save in respect of Pre-Existing IPR. Where those products or Deliverables incorporate any of the Supplier's Pre-Existing IPR, the terms of clause B6-3 shall apply.

B6-3 The Parties hereby grant to each other a royalty free, irrevocable, worldwide license for the term of the Agreement to use each other's Pre-Existing IPR on a non-exclusive basis for the sole purpose of delivery and enjoyment of the Services. In no event shall either Party cause or permit to be published or reproduced in any form any Pre-Existing IPR of the other Party for resale except as may be authorised in writing by the other Party. The Supplier acknowledges that the Customer is the exclusive owner or lawful licensee (with rights to sub-license) of all copyright and other IPR in the Catapult's Pre-Existing IPR and the Agreement does not purport to transfer any such rights to the Supplier.

B6-4 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

B6-5 The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and execute all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with clause B6-2.

B7 Indemnity

B7-1 The Supplier shall indemnify, and shall keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:

B7-1-1 any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;

B7-1-2 any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection

with, the receipt, use or supply of the Services; and

B7-1-3 any claim whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the Supplier of clause B1-6 of the Contract.

B7-2 This clause B7 shall survive termination or expiry of the Contract.

B8 Insurance

B8-1 During the term of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force the following insurance policies with reputable insurance companies:

B8-1-1 professional insurance for not less than £2 million per claim;

B8-1-2 public liability insurance for not less than £5 million per claim (unlimited claims);

B8-1-3 employer liability insurance for not less than £5 million per claim (unlimited claims) and;

B8-1-4 The Supplier shall ensure that the Customer's interest is noted on each insurance policy, or that a generic interest clause has been included.

B8-2 On the Customer's written request, the Supplier shall provide the Customer with copies of the insurance policy certificates and details of the cover provided.

B8-3 The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.

B8-4 The Supplier shall:

B8-4-1 do nothing to invalidate any insurance policy or to prejudice the Customer's entitlement under it; and

B8-4-2 notify the Customer if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

B8-5 The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in clause B8-1.

B9 Liability

B9-1 In this clause B9, a reference to the Customer's or the Supplier's liability for something is a reference to any liability whatsoever which the Customer might have for it, its consequences, and any direct, indirect or consequential loss, damage, costs or expenses resulting from it or its consequences, whether the liability arises under the Contract, in tort or otherwise, and even if it results from the Customer's or the Supplier's negligence or from negligence for which the Customer or the Supplier would otherwise be liable.

B9-2 Neither the Customer, nor the Supplier will be in breach of the Contract, and neither the Customer nor the Supplier have any liability for anything, to the extent that the apparent breach or liability is attributable to the other party's breach of the Contract.

B9-3 Subject to clause B9-5, neither the Customer nor the supplier shall have any liability for:

B9-3-1 any indirect or consequential loss or damage;

B9-3-2 any loss of business, rent, profit or anticipated savings;

B9-3-3 any damage to goodwill or reputation;

B9-3-4 loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto the Customer's premises by or on behalf of the Supplier; or

B9-3-5 any loss, damage, costs or expenses suffered or incurred by any third party.

B9-4 Subject to clause B9-5, each party's total liability shall be limited to the Charges.

B9-5 Nothing in the Contract restricts either the Customer's or the Supplier's liability for:

B9-5-1 death or personal injury resulting from its negligence; or

B9-5-2 its fraud (including fraudulent misrepresentation); or

B9-5-3 breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

SECTION C

C1 Confidential information

C1-1 A party who receives Confidential Information relating to the other party shall keep

in strict confidence (both during the term of the Contract and after its expiry or termination) all Confidential Information which is disclosed to it. That party shall only disclose such Confidential Information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging that party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep all such information confidential in accordance with this clause C1. Neither party shall, without the prior written consent of the other party, disclose to any third party any Confidential Information, unless the information:

C1-1-1 was public knowledge or already known to that party at the time of disclosure; or

C1-1-2 subsequently becomes public knowledge other than by breach of the Contract; or

C1-1-3 subsequently comes lawfully into the possession of that party from a third party; or

C1-1-4 is agreed by the parties not to be confidential or to be disclosable.

C1-2 To the extent necessary to implement the provisions of the Contract (but not further or otherwise), either party may disclose the Confidential Information to any relevant governmental or other authority or regulatory body, provided that before any such disclosure the Agent shall make those persons aware of its obligations of confidentiality under the Contract and shall use reasonable endeavours to obtain a binding undertaking as to confidentiality from all such persons.

C1-3 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by a party from the other party shall be returned promptly to the other party (or, at the Customer's election, destroyed promptly) on expiry or termination of the Contract, and no copies shall be kept.

C2 Transparency

C2-1 The Supplier acknowledges that the United Kingdom Government's transparency agenda requires that contracts, such as the Contract, and any sourcing document, such as the invitation to sourcing, are published on a designated, publicly searchable website.

C2-2 The Supplier acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of the Contract is not Confidential Information. The Customer shall be responsible for determining in their absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of FOIA.

C2-3 Notwithstanding any other term of the Contract, the Supplier hereby consents to the Customer publishing the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted)

including from time to time agreed changes to the Contract, to the general public.

C3 Force majeure

C3-1 If any event or circumstance that is beyond the reasonable control of the Supplier, and which by its nature could not have been foreseen by the Supplier or, if it could have been foreseen, was unavoidable, (provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract) prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 10 Business Days, the Customer may terminate this Contract immediately by giving written notice to the Supplier.

C4 Corruption

C4-1 The Customer shall be entitled to terminate the Contract immediately and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier or a Supplier's Associate:

C4-1-1 offers or agrees to give any person working for or engaged by the Customer or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other Contract between the Supplier or the Customer or any Public Body, including its award to the Supplier or a Supplier's Associate and any of the rights and obligations contained within it;

C4-1-2 has entered into the Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Customer or any Public Body by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Customer before the Contract is entered into;

C4-1-3 breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or

C4-1-4 gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

C4-2 For the purposes of clause C4-1, "loss" shall include, but shall not be limited to:

C4-2-1 the Customer's costs in finding a replacement supplier;

C4-2-2 direct, indirect and consequential losses; and

C4-2-3 any loss suffered by the Customer as a result of a delay in the performance of the Services.

C5-1 The Supplier shall comply at all times with all data protection legislation applicable in the UK from time to time.

C5 Data protection

C6 Freedom of information

C6-1 The Supplier acknowledges that the Customer may be subject to the requirements of FOIA and EIR and shall assist and co-operate with the Customer (at the Customer's expense) to enable them to comply with its obligations under FOIA and EIR. The Supplier shall act in accordance with the FOIA, the EIR and any other similar codes of practice or guidance from time to time.

C6-2 The Supplier shall procure that its employees, agents, sub-contractors and any other representatives shall:

C6-2-1 transfer any Request for Information to the Customer as soon as practicable after receipt and in any event within two Business Days of receiving a Request for Information;

C6-2-2 provide the Customer with a copy of all information in its possession or power in the form that the Customer requires within five Business Days (or such other period as the Customer may specify) of the Customer requesting that information; and

C6-2-3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.

C6-3 The Customer shall be responsible for determining (in its absolute discretion) whether any information:

C6-3-1 is exempt from disclosure in accordance with the provisions of FOIA or EIR;

C6-3-2 is to be disclosed in response to a Request for Information,

C6-4 The Supplier acknowledges that the Customer may be obliged under the FOIA or EIR to disclose information, in some cases even where that information is commercially sensitive:
and in no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so in writing by the Customer.

C6-4-1 without consulting with the Supplier, or

C6-4-2 following consultation with the Supplier and having taken its views into account.

- C6-5 Where clause C6-4-2 applies the Customer shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.
- C7 General**
- C7-1 **Entire agreement.**
- C7-1-1 The Contract constitutes the entire agreement between the Customer and the Supplier in relation to the supply of the Services and the Contract supersedes any earlier agreements, arrangements and understandings relating to that subject matter.
- C7-2 Liability**
- C7-2-1 Where the Customer is more than one person, the liability of each such person for their respective obligations and liabilities under the Contract shall be several and shall extend only to any loss or damage arising out of each such person's own breaches.
- C7-2-2 Where the Customer is more than one person and more than one of such persons is liable for the same obligation or liability, liability for the total sum recoverable will be attributed to the relevant persons in proportion to the price payable by each of them under the Contract.
- C7-3 Assignment and subcontracting.**
- C7-3-1 The Customer may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.
- C7-3-2 The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent, not to be unreasonably withheld or delayed.
- C7-4 Further assurance.**
- C7-4-1 The Supplier will promptly at the Customer's request do (or procure to be done) all such further acts and things, including the execution of all such other documents, as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including ensuring that all title in the Goods is transferred absolutely to the Customer.
- C7-5 Publicity**

C7-5-1 The Supplier shall not make any press announcements or publicise this Contract in any way without the Customer's prior written consent.

C7-5-2 The Customer shall be entitled to publicise this Contract in accordance with any legal obligation upon the Customer, including any examination of this Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

C7-5-3 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of the Customer or bring the Customer into disrepute.

C7-6 Notices.

C7-6-1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to:

C7-6-1-a in the case of the Customer: **Stephen McGowan**, Address: 1, Victoria Street, Victoria 3, level 1, Victoria Street, London, SW1H 0ET Email: **Stephen.mcgowan@trade.gov.uk** (and a copy of such notice or communication shall be sent to: DIT Commercial Team, 1, Victoria Street, Victoria 3, level 1, Victoria Street, London, SW1H 0ET);

C7-6-1-b in the case of the Supplier: the address and fax number set out in the Order,

or any other address or fax number which that party may have specified to the other party in writing in accordance with this clause C7-6, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier or fax.

C7-6-2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause C7-6-1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax between the hours of 9.00am and 5.00pm on a Working Day, upon successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that tax to the other party's fax number).

C7-7 Severance.

C7-7-1 If any court or competent authority finds that any provision of the Contract

(or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

C7-7-2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

C7-8 **Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

C7-9 **No partnership, employment or agency.** Nothing in the Contract creates any partnership or joint venture, nor any relationship of employment, between the Supplier and the Customer. Nothing in the Contract creates any agency between the Supplier and the Customer.

C7-10 **Third party rights.** A person who is not a party to this Contract shall not have any rights under or in connection with it, except that Associated Bodies or Authorised Entities that derives benefit under this Contract may directly enforce or rely on any terms of this Contract.

C7-11 **Variation.** Any variation to the Contract, including any changes to the Services, the Special Conditions or the Order, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing by or on behalf of the Customer and the Supplier.

C7-12 **Counterparts.** The Contract may be signed in counterparts, each of which, when signed, shall be an original and both of which together evidence the same agreement.

C7-13 **Governing law and jurisdiction.**

C7-13-1 Subject to clause C7-13-2, the Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

C7-13-2 The Customer shall be free to enforce its intellectual property rights in any jurisdiction.

This Contract has been entered into on the date stated at the beginning of it.

Schedule 1 Special Conditions

- 1.1 Payments of the Charges will be made according to the attached payment table stated in Schedule 2, paragraph 12.2 ("Payment Table").
- 1.2 The Payment Table includes a payment of 80% of the fixed contract Charges for each event, payable to the Supplier on signature of this contract. The foregoing payment equates to £488,000 for RWM 2017, £124,000 for Bett Asia 2017 and £508,000 for Bett London 2018 and will be invoiced by the Supplier on contract signature.
- 1.3 Within 30 days following the last day of each of RWM 2017, Bett Asia 2017 and Bett London 2018, DIT will confirm the number of customers that have been listed as receiving 'export assistance' in relation to attendance at RWM 2017, Bett Asia 2017 and Bett London 2018 in accordance with the Service Delivery Target set out at paragraph 9.1.1 of Schedule 2 (the "SD Confirmation"). Performance against targets will be measured using CDMS reports (as outlined in paragraph 11.4 of Schedule 2).
- 1.4 For each of RWM 2017, Bett Asia 2017 and Bett London 2018, on receipt of the SD Confirmation, the Supplier will be entitled to payment of and to invoice the 20% post event payment of the Charges being £122,000 for RWM 2017, £31,000 for Bett Asia 2017 and £127,000 for Bett London 2018 if it has met at least 80% of the Service Delivery Target set out in paragraph (a)(iii), (b)(ii) or (c)(iii) of paragraph 9.1.1 of Schedule 2 respectively, equating to (i) 1000 new exporter leads for RWM 2017; (ii) 8 UK businesses supported to exhibit at the UK Pavilion at and for Bett Asia 2017 (iii) 2,400 new exporter leads for Bett London 2018 (each target being the "Payment Requirement"). If the Supplier has not met the Payment Requirement for an event, the 20% post event payment of the Charges for that event will be withheld and will no longer be owed to the Supplier.

Schedule 2 The Order

1. Contract Duration and Contact Details

- 1.1 The date of commencement of services is the date on which the last party signs this agreement. The contract period ends on 30th April 2018.

- 1.2 Supplier Contact:

Ascential Events Ltd, The Studios, 2 Kingdom Street, London, W2, 6JG

Stuart Thomas

Email: Stuart.Thomas@ascential.com

2. Introduction

- 2.1 Department for International Trade (DIT) works with UK-based businesses to ensure their success in international markets, and encourages overseas companies to look to the UK as their global partner of choice for trade and investment.

- 2.2 DIT has professional advisers both within the UK and across more than 100 international markets.

- 2.3 DIT has a customer commitment to helping its UK and international customers by providing a range of services, to a high standard and improve customer service by listening to customer feedback.

- 2.4 Against this background DIT established the HQ Events Team to deliver a programme of Events and Missions each year as a means of supporting DIT aims and objectives which includes the "Events Alliance" initiative.

- 2.5 In order to deliver high quality events and missions in a consistent manner DIT has developed a number of criteria / processes to follow as a means of achieving DIT Targets as well as continually improve the delivery of events and missions.

3. Background

- 3.1 Research shows companies that export are more profitable, more productive and more innovative than those that don't (DIT/BIS economists).

- 3.2 Balancing volume and export value targets is fundamental in achieving success against the DIT aims. Timely management information and event reports have been a major step in assisting DIT with this task. The customer survey feedback and the Contractors event reports will help to inform DIT managers of individual events quality and performance, drive up the group's performance, and help inform DIT policy development and other aspects of UK Government policy relating to international trade and investment.

4. Aims

- 4.1 This requirement delivered by the Supplier will aid DIT to fulfil the following aims:

- 4.1.1 To deliver a step-change in overseas trade by British companies to support sustainable UK economic growth and rebalance the economy. Selling abroad is the

6. **Scope**
- 6.1 DIT will partner with the Supplier at the following events:
- 6.1.1 RWM 2017, Bett Asia 2017 and Bett London 2018
- 6.2 These events are solely owned by the Supplier.
- 6.3 DIT presence at this event allows access to a greater number of UK companies, both visitors and exhibitors, in the sector and highlight the export opportunities available to them in an increasingly global market place. This will help DIT achieve its own targets as well as the wider Government initiatives.

- 5.2 The Supplier is expected to provide a number of reports and data in set templates for DIT use to measure its delivery against targets, these are detailed further below and will be provided in all cases by DIT.
- 5.1.1 Assisting DIT target UK businesses within the levels outlined above
- 5.1.2 Continually improving event delivery to aid DIT in meeting its Customer Satisfaction and Event Quality Targets
- 5.1.3 Provision of Event Evaluation to help improve the quality of future events.
- 5.2 In addition, the Supplier will be required to collate customer feedback recorded at events completed by customers at the event. The focus will be on:

Level 1 – Non-Exporter	Conversion from a non-exporting company to a ready to export company
Level 2 – Ready to Export	Conversion from a ready to export company to an exporting company
Level 3 – Exporter	Existing exporter doing business in new markets / getting new export contracts

- 5.1 The Supplier will need to deliver outstanding events which will help DIT to meet its targets based on assisting the following types of customer;
5. **Objectives**

- 4.1.2 To get 100,000 more companies exporting by 2020 (PM, March 2011)
- 4.1.3 To raise awareness of the services offered by DIT and to ensure that customers report positively on the quality of DIT services
- 4.1.4 To develop a private/public culture at DIT, through partnering with organisations outside Government. Transforming business-to-business trade support is integral to the DIT ambitions. DIT is working with British business groups and Chambers of Commerce overseas to help them develop their networks and capabilities, to help deliver a one-stop shop of services to UK companies.
- surest path to successful, sustainable, long term growth.

6.4 Through this Contract, DIT will be able to extend its reach using the Supplier's existing communication channels and customer databases. This includes featuring a DIT advertisement on the exhibition specific websites with opportunities for customers to find out about the services of DIT via the event social media channels (owned and operated by the Supplier).

6.5 As exhibition organisers, the Supplier offers an unrivalled opportunity (within this sector) to reach UK SMEs seeking to export, or explore the concept of exporting, their products and services, through their participation in a raft of DIT activities at RWM 2017, Bett Asia 2017 and Bett London 2018.

7. Supplier Proposal

7.1 The Supplier will deliver the Customer's requirements as follows:

RWM	£610,000		
Summary	Actions	Value/targets	no.s
Predicted export wins		£20million	
Non-exporters identified	Ascential to identify non-exporters and to work with relevant DIT marketing and sector team members to agree a 3 month schedule of marketing promotion to this group		1,250
GB Pavilion -	full build with 121 meeting area and seminar theatre		
	ITAs and COs to have 121 meetings arranged on the stand		
	full build stands for UK businesses to exhibit		20
Supported Exhibitors	Pre-arranged meetings with ITAs, COs & International buyers		
	targeted 121 meetings between UK SMEs and international buyers		800
	international buyers programme for pre-selected buyers with sector team approval to meet UK businesses		40
Hosted buyers	hotel accommodation for buyers and a managed meeting schedule		
	A Buyer Guide to be created & sent (pre-event) to British businesses		
	promoted to buyers (pre-event)		10,000
	Onsite promotion to international buyers and creation of a British Brand Guide		
Trail	Ascential will manage with DIT approval		
Recruitment	DIT & Ascential to produce event content		
Content	DIT content to be placed across 5 show theatres to ensure content is spread across range of key stages		
	10-12 sessions for DIT content (to be confirmed)		

Marketing package	Online promotion incl. a feature on RWM 2017 website		
	Inclusion within RWM 2017 email and social campaigns		
	Dedicated press release		
	Inclusion of Great British Pavilion highlighted on floor plan		
	A post-event report to be delivered within 6 weeks of completion of the event		
	New reporting - as per the Spring Fair 2017 - with predicted business wins spreadsheet		
	Full project management with fortnightly meetings with relevant DIT team(s).		
Project Management			

Bett Asia	£155,000	Summary	Actions	Value/targets	£	no.s				
				</						

[illegible]

Summary	Actions	Value/targets
Predicted		20 million
export wins		
Non-exporters identified	Ascential to identify non-exporters and to work with relevant DT marketing and sector team members to agree a 3 month schedule of marketing promotion to this group	3,000
Great British Pavilion	Full build stand space to include 121 meeting area and seminar theatre ITAs and COs to have arranged 121 meetings on the stand	
Supported Exhibitors	UK business to have full build stand at the event and pre-arranged meetings with ITAs, COs and international buyers. Targeted 121 meetings between UK SMEs and international buyers	30 1,000
Hosted buyers	International buyer programme for pre-selected buyers with sector team approval to meet UK businesses Buyer hotel accommodation paid for and schedules managed by Ascential	50

- 8.4 The Supplier shall distribute and collect completed PODS from delegates and send these to a pre-determined company for processing.
- 8.3 The PODS data is collated and analysed by a third party agent who reports back to DIT on Event Performance against set Key Performance Indicators (KPI).

Type of PODS
Sector Event UK
Sector Event Overseas
Inward Mission
Outward Mission

- 8.2 The PODS vary in content depending on the type of event that is being delivered and may change from time to time subject to DIT continual improvement processes. Copies of the following type of PODS are available from DIT. The Event Brief will state the type of event that is being contracted.
- 8.1 PODS are completed by delegates who attended the event which enable DIT to measure quality and delegate satisfaction in respect to the event attended as a means to gather feedback and to improve future event delivery.

8. Point of Delivery Questionnaires (PODS)

Great British Trail	Great British Trail to be promoted to buyers (pre-show)	20,000	
	Onsite Great British Trail promoted to international buyers and the creation of a British Brand Guide		
Recruitment	Ascential to managed the recruitment of supported exhibitors with DIT approval		
	DIT and Ascential content teams to work on Theatre programme		
Content	DIT to get final sign off on Theatre agenda		
	Target 600 theatre session attendees (400 unique)	600	
	Online promotion including a feature on Bett 2018 website		
	Inclusion within Bett 2017 email and social campaigns		
Marketing package	Dedicated press release		
	Inclusion of Great British Pavilion highlighted on floorplan.		
	A post-event report to be delivered within 6 weeks of completion of the event		
	New reporting - as per the Spring Fair 2017 - with predicted business wins spreadsheet		
Project Management	Full project management with fortnightly meetings with relevant DIT team(s).		

The definition of Service Delivery is:

Service Delivery Target	(a) RWM 2017 (i) To deliver £20m of predicted business wins. (ii) To identify 1250 new UK exporters (b) Bett Asia 2017 (i) To deliver £3m of predicted business wins. (c) Bett London 2018 (i) To deliver £20m of predicted business wins. (ii) To identify 3000 new UK exporters
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9.1.1 Table 1 – Service Delivery Target

The KPI targets set are detailed below:

- 9.1 For each of RWM 2017, Bett Asia 2017 and Bett London 2018, on receipt of the SD Confirmation, the Supplier will be entitled to payment of and to invoice the 20% post event payment of the Charges being £122,000 for RWM 2017, £31,000 for Bett Asia 2017 and £127,000 for Bett London 2018 if it has met at least 80% of the Service Delivery Target set out in paragraph (a)(ii), (b)(iii) or (c)(iii) of paragraph 9.1.1 of Schedule 2 respectively, equating to (i) 1000 new exporter leads for RWM 2017; (ii) 8 UK businesses supported to exhibit at the UK Pavilion at and for Bett Asia 2017; and (iii) 2,400 new exporter leads for Bett London 2018 (each target being the "Payment Requirement"). If the Supplier has not met the Payment Requirement for an event, the 20% post event payment of the Charges for that event will be withheld and will no longer be owed to the Supplier.
9. Key Performance Indicators (KPI's)
- 8.5 The Supplier shall aim to achieve the KPIs in relation to PODs as set out below for the Event they deliver.

"A unique and identifiable service provided to an eligible UK company, delivering meaningful international business opportunities either through education, promotion and/or instructions."

9.1.2 Table 2 – PODS Performance Targets for each event

PODS Performance Scores	
Satisfaction	95%
Quality	95%

9.1.3 Table 3 – PODS Return Rates Targets for each event

PODS Return Rates*	
Sector Event UK	75%
Sector Event Overseas	65%
Inward Mission	60%
Outward Mission	80%

*(Return rates are based on the number of Companies Assisted (Service Deliveries) that attended the Event.)

The process to return collated POD forms will be provided to the Supplier by DIT.

The Supplier should make every attempt to reach the POD return rate targets and PODS should be collated and despatched within 14 days of the event end.

10. Event Evaluation Report

10.1 DIT has a process of continual improvement complete evaluation on all events that they undertake. This data is used and analysed to improve the quality of events across DIT to drive increases in customer satisfaction.

10.2 The Supplier shall complete the Event Evaluation Report Template provided and return this to DIT after each event.

10.3 The Supplier will be required to participate in and contribute to an Event Evaluation meeting with DIT at an agreed time after each event.

11. CDMS Data

11.1 The DIT IT Team in the Chief Operating Office Group currently manages the Customer Data