Crown Commercial Service

Government Communication Service

Media Buying Framework Agreement

Dated: 21/06/2018

Framework Reference: RM6003

CROWN COMMERCIAL SERVICE

and

OMD Group Ltd

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THE APPOINTMENT

Parties:	The Minister for the Cabinet Office, represented by the Crown Commercial Service, 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP ("**CCS**")
	OMD Group Ltd, 85 Strand, London, WC2R 0DW, 02078820 (the "**Agency**")
Appointment:	Subject to the terms of this Framework Agreement (RM6003), CCS appoints the Agency, as a supplier of media buying services who can bid for Call-Off Contracts as outlined in Section 3 (How Services will be bought (Call-Off Process)).
Appointment begins at:	22nd May 2018 (the "**Appointment Date**")

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Appointment expires at:	21st May 2022 ("Expiry Date", unless terminated earlier in accordance with this Section 9 of this Agreement)

1.1 On 12/02/2018, Crown Commercial Service (CCS) placed a contract notice 2018/S 031-067788 in the Official Journal of the European Union seeking expressions of interest from providers of media buying services to Clients under a framework arrangement.

1.2 On 14/02/2018 CCS issued the Invitation to Tender for the provision of media buying services.

1.3 On the basis of the Agency's Tender, CCS selected the Agency to provide Services to Clients from time to time in accordance with this Framework Agreement.

1.4 This Framework Agreement sets out:

1.4.1 how Orders will be awarded,

1.4.2 the main terms and conditions for any Call-Off Contract which Clients may agree under this Framework Agreement, and

1.4.3 the obligations of the Parties during and after the Term of this Framework Agreement

1.5 The Parties agree there is no obligation for any Client to place any Orders under this Framework Agreement during the Term.

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

Signed by, or on behalf of, the Agency:	**Signed by, or on behalf of, CCS:**
Signature: [REDACTED]	Signature: [REDACTED]
Name: [REDACTED]	Name: [REDACTED]
Position: [REDACTED]	Position: [REDACTED]
Date: [REDACTED]	Date: [REDACTED]

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2. SERVICES OFFERED

Services

2.1 Introduction and Background

2.1.1 The purpose of this Framework Agreement is to provide Government (and the wider public sector) with a new, open and transparent approach for media buying, with the Agency providing the best possible outcomes for communication campaigns whilst providing value for the taxpayer.

2.1.2 The purpose of this Section 2 (Introduction and Background) is to set out the overarching scope of the Services that the Agency is required to provide to CCS and the Clients under this Framework Agreement and the relevant Call-Off Contracts, and to provide a high level description of what the Services entail, together with any specific standards applicable to the Services.

2.1.3 The Agency shall:

(a) be capable of delivering value for money, as well as providing excellent customer service including strategic implementational buying advice;

(b) be willing and capable of working in partnership with other agencies and specialists to deliver the media buying aspect of fully integrated campaigns for Government to ensure the process from strategy to implementation is successful;

(c) implement media buying plans and deliver innovative/best media buying and advice that is fully integrated across all channels and best practice communications to achieve Government's goals. The Services shall be in line with the Government Communication Service professional standards, as referenced in the Government Communications Plan and the Government's standards on placement of digital advertising. The Government Communication Plan is updated annually and CCS shall ensure that the Agency is notified when the plan is updated. The 2016/2017 Government Communications Plan can be found at https://gcs.civilservice.gov.uk/wp-content/uploads/2016/05/gov-comms-plan-2016-17.pdf. In addition, the Agency shall also comply with the standards in Clause 2.16; and

(d) act in an open and transparent manner with CCS and the Clients in delivering the Services and otherwise under this Framework Agreement in particular being open and transparent in relation to the Charges, the placement of media

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and the access to and provision of data in relation to the Services.

2.1.4 This Framework Agreement is part of the delivery of Public Service Communications. The Agency will (if required) co-operate and work with agencies on any of the other Crown Commercial Service agreements. This includes other Framework Agencies, RM3796: Communication Services for the provision of specific single services and products including media planning and RM3774 Campaign Solutions.

2.1.5 The Agency shall manage and deliver fully integrated campaigns, either by delivering services in-house or through Sub-Contracts.

2.2 Scope

2.2.1 The Agency shall be required to deliver Services throughout the United Kingdom (on a national, regional and local basis) and international locations.

2.2.2 For each Call-Off Contract under this Framework Agreement the Client will define the Brief in accordance with the Call-Off Process, which is in Section 3 (How Services will be bought (Call-Off Process)) of this Framework Agreement.

2.2.3 The Agency shall ensure all Sub-Contract arrangements comply with Section 12 (Transfer and Sub-contracting) of this Framework Agreement.

2.3 Clients

2.3.1 This Framework Agreement covers requirements across a wide and diverse Client base - the Agency shall support the varied requirements and budgets of all Clients irrespective of size.

2.3.2 Clients of this Framework Agreement shall be based throughout the United Kingdom and will include international locations.

2.4 Client Personnel

2.4.1 The Client will allocate suitable personnel with appropriate levels of experience and seniority to work with the Agency. The Agency acknowledges and agrees that it may be necessary for the Client to replace the personnel working with the Agency with alternative personnel with similar levels of seniority and experience.

2.5 Client Briefs

2.5.1 For each Call-Off Contract, the Client will provide a Brief detailing what is needed from the Agency and the outcome to be achieved. The Agency shall adopt and accept a flexible approach to the management of the Brief and both electronic and paper based

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Briefs shall be accepted. The Agency shall follow the Call-Off Process.

2.5.2 The Agency shall only commence work on Briefs when both Parties have either signed the relevant Letter of Appointment or the Agency has received written confirmation to proceed with the Brief.

2.6 Required Services: Summary

2.6.1 The Agency will be required to provide services in relation to the supply of the Services to Clients including:

(a) taking Orders for the Services from Clients;

(b) undertaking to meet all Client requirements;

(c) complying with any key performance indicators and service levels, and any reporting requirements;

(d) complying with CCS's Management Information requirements;

(e) providing a dedicated senior account manager to resolve any issues arising from the Framework Agreement;

(f) providing a support function to deal with Client enquiries and issues;

(g) conform to the Charging Structure;

(h) undertaking any billing requirements.

2.7 Required Services: Core elements

2.7.1 **Outcome based approach for media campaign measurement**. The Agency will demonstrate how every applicable campaign will be measured based on outcomes. The Agency shall provide evaluation and measurement of campaign performance/outcomes, this may include:

(a) reporting against outcome key performance indicators outlined in Briefs;

(b) being able to adjust live campaign activities to take account of ongoing evaluation and measurement results. The Agency shall regularly update the Client on optimisation work undertaking to improve the performance of activity and to enable the Client to utilise this feedback to help improve future campaigns;

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(c) working to the time lines set out in this Framework Agreement, the relevant Call-Off Contract(s) and in the Briefs;

(d) ensuring all Agency work is in line with the Government Communication Service evaluation framework (which can be accessed here: https://gcs.civilservice.gov.uk/guidance/evaluation/tools-and-resources/).

2.7.2 **Quality of service**. The Agency will deliver the best possible service delivery across all Clients and campaign types. The Agency shall provide a proactive approach to each media buying brief, ensuring innovation and best in class media buying solutions (in terms of quality, value and safety) are provided to Government. The Agency shall demonstrate how it delivers a continuous improvement approach and feedback process to deliver best practice to the Client. This includes as a minimum the requirement to provide input, feedback and learnings at all stages of a campaign and to ensure post-campaign analyses are shared and findings are embedded into ways of working. The Agency will meet all service delivery key performance indicators outlined in Briefs. The Agency will drive quality through effective internal communication, horizon scanning and situational insight across the media industry to maximise opportunities, highlight risks and service Clients best.

2.7.3 **Competitive pricing**. The Agency will deliver an annual report to demonstrate delivery of the bidding process pricing submissions, reporting by media overall performance and by Media Owner, including inflation mitigation. The Agency will also report any commitment made by the Agency Group including the Client spend at the beginning of each calendar year (other than in the first year of the Term where the trading year shall commence on 7 November 2018 and end 31 December 2019) and during the year the Agency will report any issues made on their behalf where any shortfall has been identified. See also Clause 2.7.6(e).

2.7.4 **Transparency for data and commercial terms**. In addition to the services required under Clause 2.8 (Account Management), the Agency:

(a) shall provide appropriate read only and administrative access (where required) to all CCS/Client related online and offline data (including via Application Programming Interfaces (APIs)) and full transparency of all commercial terms with members of the Agency Group and other Sub-contractors. The Agency will implement a fully disclosed and

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transparent programmatic trading desk model for the Government and will provide an itemised breakdown of all costs and/or fees for any aspect of the Government's programmatic trading desk but not limited to tech, media, data, custom engineering;

(b) shall comply with the Data Retention Policy in Clause 7 of this Framework Agreement in order to inform performance and ensure transparency for media buys;

(c) grants audit rights and cooperation with Government appointed auditor(s) to ensure full transparency for performance and costs. See Section 7 (Record keeping, confidentiality and transparency);

(d) shall disclose any individual media buys delivered to CCS/Clients as part of an Agency and/or Agency Group inventory buy; and

(e) shall provide amalgamated and anonymised performance information to help validate CCS client performance and delivery within overall agency group context.

(f) shall provide evaluation and measurement of campaign outcomes, this may include:

(i) reporting against outcome KPIs outlined in all Client Briefs

(ii) ensuring all applicable work is in line with the Government Communication Service evaluation framework (https://gcs.civilservice.gov.uk/guidance/evaluation/tools-and-resources/)

(iii) being able to adjust live campaign activities to take account of ongoing evaluation and measurement results. The Agency should regularly update the Client on optimisation work undertaking to improve the performance of activity

(iv) working to the time lines set out in this Framework Agreement

(g) shall:

(i) collaborate on projects between different Clients of this Framework Agreement, and

(ii) proactively manage multiple relationships with the Client and Client-related organisations at the Call-Off Contract level to take advantage opportunities to

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create ensure greater efficiency, value and deliver best results for the Client.

2.7.5 **Talent resource capability**. The Agency will provide expertise delivering all service aspects, continuous workable capability (including any initial implementation arrangements). The Agency shall provide level of talent to service Government requirements for the needs of each customer type. Furthermore, the Agency shall:

(a) provide a robust and detailed implementation plan on the Appointment Date to ensure the successful completion of the Implementation Services by the Launch Date;

(b) provide dedicated and experienced resource to cover all campaign types and key performance indicators outlined in Briefs and detailed in Clause 2.8 (Account Management).

2.7.6 **Partnership approach demonstrating future evolution**. The Agency will provide a partnership framework to work effectively together with all relevant stakeholders, including working collaboratively with planners and creative teams to ensure media campaign outcomes are well defined, relevant and measureable. The Agency will ensure an effective learning process to enable best practice sharing. The Agency will ensure it is able to demonstrate:

(a) *Campaign budgeting* – outcome based budget recommendations, rather than only recommending to spend to briefed budget;

(b) *Outcome value* – value of media buys based on delivering outcomes, rather than only lowering cost to the detriment of outcomes;

(c) *Media buying approach* – an integrated service into full process approach from first brief (where applicable – see Clause 2.8 (Account Management);

(d) *Digital and data excellence* – agency progressing usage of data and digital capabilities to improve outcome based approach; and

(e) *Competitive pricing* – a competitive pricing structure for individual media costs (split by media type, as set out in Framework Schedule 3 (Charging Structure)) with the provision for four year inflation mitigation.

2.8 Required Services: Account Management

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2.8.1 The Agency shall provide comprehensive account management services to the Client. The Agency will provide a team structure that delivers against the different requirements, detailed in Clause 2.8.5 where campaigns have varying service requirements and spend levels. The Agency team structure and approach shall reflect this flexible requirement, avoiding a "one-size" fits all approach.

2.8.2 The Agency structure and resource profile shall be capable of adapting to changing requirements and service levels during the term of this Framework Agreement and the Call-Off Contracts, and this will be subject to annual review between the Agency and CCS. The partnership approach as outlined in Clause 2.7.6 shall be part of the annual review process to ensure partnership progression over the four year term of this Framework Agreement. The Framework Agreement will commence in May 2018 with an implementation period and first media appearing from 7th November 2018. This will continue with an end date of 31st May 2022 with annual reviews in May 2020 and May 2021.

2.8.3 The Agency will provide sufficient resource for out of hours, emergency, bank holiday periods and ensure sufficient resilience and back up expertise is available when needed.

2.8.4 The Agency will deliver an agile solution that provides for each and every client, regardless of macro factors (e.g. emergency campaigns, unplanned pauses) whilst mitigating impact on budgets.

2.8.5 The Agency will allocate specific named account teams for each Client. The Agency will work with each Client and provide the media buying implementation service tailored to such Client's requirements. Requirements can be broadly grouped in to three types:

(a) *Strategic implementation*: Clients who have some existing media knowledge, and require deep media expertise with forward thinking approaches and innovation for media buying routed in the strategy for campaigns. The Agency will be engaged from the first briefing with the creative and planning agencies to facilitate this change in role;

(b) *Support implementation*: Clients who need good quality media thinking and guidance in media buying opportunities and support in understanding the rationale for proposal and implications of buying recommendations; and

(c) *Buying implementation*: campaigns from Clients that require straightforward booking of media to secure the best value to

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deliver the desired outcome objective and metric set for the activity.

2.8.6 The Agency will coordinate activity across the service provisions and review monthly with CCS and Agency central teams the effectiveness of this approach, providing feedback and suggested changes where required. CCS and Agency central teams will provide local team feedback at the monthly meetings to share feedback to ensure an effective service delivery for all Client types. The Agency shall:

(d) provide CCS with a Board Account Director (or equivalent level) Client lead;

(e) follow the Call-Off Process;

(f) have a clear and simple escalation process for the Clients and Sub-Contractors in accordance with Clause 17 (Complaints Handling and Resolution);

(g) provide detailed, accurate and timely invoicing of all costs as outlined in Framework Schedule 3 (Charging Structure). All media plans and Briefs must provide an accurate and full breakdown report of all costs and commissions incurred and use of inventory media to ensure full transparency on the cost chain to be paid for by Government;

(h) provide counsel on latest industry trends and developments, including new audience targeting methods, buying techniques, outcome measurement innovations and emerging issues, including new methods of fraud to the Clients in order to support the continued improvement of communications;

(i) plan and deliver a programme of regular training on media buying best practices to Clients across Government in coordination with CCS with the aim of up skilling Clients;

(j) update CCS on any capability issues identified whilst working with Clients across Government;

(k) comply with all Data Protection Legislation and ensure all future appropriate data safeguards are in place for handling the Client's data. Identify the Agency data protection officer(s) for compliance with data protection regulations;

(l) meet with CCS monthly to review service delivery.

2.9 Required Services: Reporting and analysis

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2.9.1 The Agency shall provide reporting and analysis on all aspects of the Services being provided to the Client, in particular, the Agency shall:

(a) provide Management Information detailing work carried out by the Agency on the basis of the billable charged hours as outlined in Section 6 (Management Information and Management Charges) of this Framework Agreement

(b) campaign related reporting as specified, to include measures on effectiveness and efficiency (these shall be outlined in each Brief). The Agency shall provide central visibility to CCS across all activity in a consistent and timely format;

(c) evaluation and reporting to demonstrate effectiveness (as defined by the Client);

(d) provide CCS with login rights for appropriate read only and where required, administrative access to all advertising technology platforms used to buy advertising on the Client's behalf and (where required by the Client) to online and offline data including via API access. The Agency will implement a fully disclosed and transparent programmatic trading desk model for the Government and will provide an itemised breakdown of all costs and/or fees for any aspect of the Government's programmatic trading desk but not limited to tech, media, data, custom engineering;

(e) provide CCS with full and timely access to data generated on behalf and in respect of CCS/Clients as outlined in Section 7 (Record keeping, confidentiality and transparency) of this Framework Agreement;

(f) provide timely data to CCS/Clients in an agreed format, taxonomy and structure within agreed timeframes;

(g) work with the Client and use reasonable endeavours to ensure advertising technology platforms and any other systems used to collect and/or store data on the Client's behalf are compatible with the Client's data management systems; and

(h) operate a fully transparent media buying process, giving the Client full oversight of all media buying costs, rebates and any other costs incurred as a result of buying advertising space on the Client's behalf.

2.10 **Required Services: Working with others**

2.10.1 The Agency will be required to:

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(i) work collaboratively on projects with other Clients of this Framework Agreement, and

(j) manage multiple relationships with the Client and Client related organisations at the Call-Off Contract level to ensure greater value and best results for the Client.

2.11 **Required Services: Media buying services**

2.11.1 The Agency shall fulfil all of the services obligations set out below (and as further set out in the relevant Call-Off Contracts and Briefs).

2.11.2 The Government may consider/request owning direct ad technology vendor contracts (such as demand-side platform, brand safety tools, ad fraud detection tools, viewability etc.). The Agency shall comply with such request(s) and include the ability for the Government to own direct ad technology contracts in the bidding process during the Term and accounted for in Agency's Charging Structure.

2.11.3 The Agency will execute media plans to purchase media space regionally, nationally and internationally across a range of different channels and platforms to reach all audiences as required by the Client.

2.11.4 The following non exhaustive list for Government provides example channels to target consumers, business audiences (B2B) and other governmental audiences, that the Agency will be expected to buy for the Client(s) in the UK and for international campaigns:

a) Regional media
b) Vod/AdSmart
c) Hyper Local Media
d) Radio
e) Print – National Press
f) Digital Radio
g) Print – Local Press
h) Out of Home (OOH)
i) Print – Consumer
j) Out of Home (OOH) Digital
k) Print – Trade Press
l) Digital Display
m) Print – Financial Press
n) Experiential
o) Print – Magazine
p) Direct Mail
q) Print – Specialist Titles
r) Email Marketing
s) Print – Recruitment
t) Pay-per-click (PPC)
u) TV
v) In-app
w) Regional TV
x) SMS Marketing

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y) Smart TV/Games Console

aa) Telemarketing

cc) Search Engines

ee) Sponsorship

gg) Emerging Channels as required (e.g. AI, VR)

z) Cinema

bb) Content Marketing

dd) Voice and Audio Services

ff) Recruitment Channels/Job Boards

hh) Addressable Media (including TV)

2.11.5 The Agency shall provide highest possible standards of transparency and understanding of the digital value chain in relation to the Services provided to the Government, CCS and all Clients, covering ad fraud, viewability, brand safety and audience targeting approach and outcomes.

2.11.6 The Agency shall provide brand safety to the highest possible standards using defined guidelines agreed between Client and Agency, with an ongoing monitoring and evaluation and improvement process for mitigating and eliminating risks in digital and addressable advertising by Government, CCS and all Clients, including using latest technology protection procedures, process controls, testing environments, reporting structures and escalation procedures.

2.11.7 The Agency will provide a remuneration structure to deliver:

(a) media neutrality (no incentive to spend budget with specific media types or Media Owners);

(b) outcome based measures, rather than lowest cost;

(c) best advice on budget requirement to deliver outcome key performance indicators;

(d) fees at risk (for example linked to service delivery, business performance).

2.11.8 The Government and CCS are committed to paying fair remuneration for outcome based media buying, quality of service and transparency. The pricing grids provide an "Agency Cost" tab for the Agency to provide the remuneration requirements under four areas:

a) Agency commission - as each call off operates independently agency services will need to be paid for using a commission based model. The agency is asked to consider the above provision in structuring a commission model to drive media neutrality and best advice.

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b) Programmatic trading desk - within each digital media requirement the role of programmatic trading desk using a disclosed model, needs consideration. A commission model is expected to work alongside other media commissions, to identify any additional fees required.

c) Rebates - declaration of 100% of rebates from Government spend is required, to ensure return of media owner benefits from agency/group trading proportionate to Government share of spend. The agency should provide an annual estimate of rebates by media type, and contract compliance audits will be conducted to ensure full disclosure and correct returns.

d) Performance incentives - Government is keen to ensure agency remuneration is linked to agency success in delivering better outcomes for media buying budgets. A remuneration framework with incentive achieved and incentive missed laddering profiles is required to base additional remuneration for above expectation delivery, but also recognising any shortfall in delivery. Suggested metrics for performance incentives should consider the level of incentives and a suitable mechanism for funding of payment; metrics may include delivery of outcomes, quality of service and media pricing.

2.12 **International**

2.12.1 The Agency shall execute media buying plans on an international basis across the same channels mentioned in Clause 2.11.4.

2.12.2 The Government call offs for international activity has a wide range of target audiences including (but not limited to) consumer, business and Government for media activity. This requires the Agency to provide specialist Business to Business (B2B) and Government audience targeting, in addition to the same consumer targeting from UK activity.

2.12.3 Typically international campaigns can require multiple regional market implementation by regional Agency teams in North America, Europe, Middle East and Africa and Asia Pacific, coordinated by a UK based Agency central team.

2.12.4 Indicative spend levels by media are provided in Bid Pack 3, Part D clause 11.1, covering consumer and B2B requirements. The Agency must be able to create and execute plans on an international basis for consumer and B2B specialist audiences. International briefs will require coordination from UK, and inclusion in dashboard reporting.

2.13 **Regional and local**

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2.13.1 Government has a duty to communicate with audiences in every region in the UK. The Agency must be able to create and execute plans on a regional / local basis in the UK.

2.14 **Sponsorships, Promotions, Advertorials, media partnerships**.

2.14.1 When required in writing the Agency will, on behalf of the Client, negotiate custom packages and partnerships with Media Owners. The cost of each elements of the package should be made transparent to the Client and any discounts achieved.

2.15 **Clash management and audience saturation**

2.15.1 The Agency will have measures in place to prevent artificial price rises as a result of the Client's biddable campaigns competing over the same audiences.

2.15.2 The Agency will put in place frequency caps across all channels where measurable, not only on individual campaigns, but for audiences as well to prevent over-saturation and message fatigue for Government campaigns.

2.16 **Standards**

2.16.1 The Agency shall at all times during the Term and the term of any Call-Off Contract comply with the supplier code of conduct (as updated from time to time) as found at https://www.gov.uk/government/publications/supplier-code-of-conduct.

2.16.2 The Government expects viewability standards (i.e. Viewable Impressions) are to be implemented as standard across relevant digital advertising. While these are the expected standards, specific viewability levels will be confirmed in the Call-Off Contracts for each campaign and Brief.

2.16.3 Government definition of a viewable ad impression: A served ad impression where the ad was contained in the viewable space of the browser window, on an in-focus browser tab, with 100% viewability and the following specific durations across the following digital advertising placements:

a.) Display – 100% in view, for a minimum of 1 continuous second

b.) Video (e.g. pre-roll) – 100% in view for half the duration of the ad (15 second cap, sound on)

c.) In-feed Video in Social – 100% in view for half the duration of the ad (15 sec cap, no sound)

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The 'In-feed Video in Social' standard refers to video inventory bought on an impression basis across applicable social media platforms

d.) Native/Outstream Video - 100% for half the duration of the ad (15 second cap, no sound)

2.16.4 Campaigns buying below the viewability standards for a Viewable Impression will be required to show evidence for this decision in their respective Briefs and any further documentation as required.

2.16.5 The Agency shall work with the Client to test different viewability standards across campaigns in order to inform longer-term decision making around expected standards and to achieve the most effective outcomes for campaigns.

2.16.6 The Agency shall accept responsibility to have the appropriate measurement technology in place in order to accurately measure Viewable Impressions and viewability standards.

2.17 Key Performance Indicators (KPIs)

2.17.1 The KPIs listed below are how CCS will monitor and manage the Agency's overall performance under this Framework Agreement.

2.17.2 CCS reserves the right to adjust, introduce new, or remove KPIs throughout the Term. However, any significant changes to KPIs shall be agreed between CCS and the Agency in accordance with Section 11 (Variations to the Framework Agreement).

2.17.3 The Agency shall comply with all its obligations related to KPIs set out in this Framework Agreement including Section 6 (Management Information and Management Charges) and shall meet the KPI Targets identified in the table below. CCS shall measure KPI targets through a customer satisfaction survey under KPI 4.1 in the table below.

The Authority will measure KPI targets through a customer satisfaction survey. See KPI 4.1 under table 2.17.5.

Without prejudice to any other rights or remedies arising under this Framework Agreement, including under Clause 9.2 (Termination for material Default), if a Persistent Failure occurs, the Agency acknowledges and agrees that CCS shall have the right to exercise (in its absolute and sole discretion) all or any of the following remedial actions. CCS shall only undertake the following remedial actions where there has been a 100% response rate from Central Government Body Clients and minimum response rate of 25% Clients in the wider public sector to the relevant customer satisfaction survey under KPI 4.1 in the table below. CCS shall use reasonable endeavours to encourage a 100% response rate to customer satisfaction surveys from all Clients who have

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an active Call-Off Contract in force. The remedial actions which CCS may take are as follows:

(a) CCS shall be entitled to require the Agency, and the Agency agrees to prepare and provide to CCS, an Improvement Plan within ten (10) Working Days of a written request by CCS for an Improvement Plan. This Improvement Plan shall be subject to Approval and the Agency will be required to implement any approved, Improvement Plan, as soon as reasonably practicable.

(b) CCS shall be entitled to require the Agency, and the Agency agrees to attend, within a reasonable time 1 or more meetings at the request of CCS in order to resolve the issues raised by CCS in its notice to the Agency requesting such meetings.

(c) CCS shall be entitled to serve an Improvement Notice on the Agency and the Agency shall implement such requirements for improvement as set out in the Improvement Notice.

2.17.4 In the event that CCS has, in its absolute and sole discretion, invoked one or more of the remedies set out above and the Agency either:

(a) fails to implement such requirements for improvement as set out in the Improvement Notice; or

(b) fails to implement an Improvement Plan which is approved by CCS;

then (without prejudice to any other rights and remedies of termination provided for in this Framework Agreement), CCS shall be entitled to terminate this Framework Agreement for material Default.

2.17.5 Key Performance Indicators

Key Performance Indicator (KPI)	**KPI Target**	**Measured by**
Performance		
Outcome based objectives feature in all applicable campaigns	Every campaign to be assessed for suitable outcome based metrics	Call off brief and Media agency proposals
Media selection choices are validated with performance data	Every campaign selection has clear rationale	Media buying agency proposals

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Key Performance Indicator (KPI)	KPI Target	Measured by
Usage of previous results and best practice to inform media proposals	Every campaign proposal features previous learnings or best practice references	Media buying agency media proposals
Quality		
Full usage of implementation campaign framework types –Strategic / Support / Buying	Each campaign to be allocated implementation type, and assessment of allocation as part of post campaign reporting	Adherence to framework approach from agency and client
SLA for campaign delivery	Adherence to timeline targets, turn-around times and deliveries compared to contractual commitments	Monthly monitoring of overall performance by Media buying agency / CCS
Demonstration of value measurement including both quality and cost	Value measurement approach across all campaigns	Media buying agency media proposals, plans and measured results
Transparency		
Implementation of transparency across media buying process	Demonstration of media neutrality in media buying decision and proposal process	Client understanding of agency delivery of transparency

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Key Performance Indicator (KPI)	KPI Target	Measured by
Data access to deliver outcome based solutions and transparent measurement of campaign performance	Agency providing data solutions to deliver transparency	Client experience of agency data approach to measure campaign performance
Delivery of dashboard solution to ensure clarity of value delivery	Usage of dashboard solution for client team engagement and communication of best practice	Client usage levels of dashboard solution
Talent		
Team delivery across campaign implementation types	Quality of team delivery: briefing engagement, delivery from proposal to post campaign reporting, and client interaction	Client experience across campaign implementation types
Performance of agency board lead	Impact of agency board lead on transition and delivery of agency team	Client experience of agency point Board person and leadership team
Quality of talent and levels of service provided	Client satisfaction with quality of service and resource levels	Monthly client/agency meetings to assess team performance
Partnership		

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Key Performance Indicator (KPI)	KPI Target	Measured by
Transition process delivery	Delivery and implementation of agency transition plan and commitments	On boarding of personnel and team build compared to committed plan
Data integration to drive value	Agency integration of data and insights across relationship	Client experience of agency data usage and insights
Future vision	Clear articulation and steps required for agency future vision for client	Client perception and experience of agency
Competitive Pricing		
Delivery of agency cost commitments	Benchmarking of agency pricing commitments across all media and adherence to commercial terms (including programmatic trading)	Reporting by agency of delivery commitment and validation using performance audit by third party
Quality of media selection process	Agency demonstrating value choices rather than cheapest media price	Client experience and feedback on agency decision making process for call off proposals

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Key Performance Indicator (KPI)	KPI Target	Measured by
Understanding impact of quality of media	Agency builds measurement of value choices (not just cheapest media price) and the influence of quality of media to drive better outcome performance	Client assessment of agency delivery
1. Framework management		
1.1 Management Information (MI) returns: All MI returns to be returned to CCS by the 7th Working Day of each month	100%	Confirmation of receipt and time of receipt by CCS (as evidenced within the MISO system)
1.2 All undisputed invoices to be paid within 30 calendar days of issue	100%	Confirmation of receipt and time of receipt by CCS (as evidenced within the CCS finance system known as the CODA system)
1.3 Agency self-audit certificate sent to CCS in accordance with the Framework Agreement	100%	Confirmation of receipt and time of receipt by CCS
1.4 Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report	100%	Confirmation by CCS of completion of the actions by the dates identified in the Audit Report
2. Operational efficiency/price savings		

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Key Performance Indicator (KPI)	KPI Target	Measured by
2.1 The Agency to deliver against the Agency Action Plan to derive further cost savings over the Term via continuous improvement and innovation	100%	Confirmation by CCS of the cost savings achieved by the dates identified in the Agency Action Plan
3. Demand management services		
3.1 The Agency to deliver against the Agency Action Plan to derive further cost savings over the Term continuous improvement and innovation	100%	Confirmation by CCS of the cost savings achieved by the dates identified in the Agency Action Plan
4. Customer satisfaction		
4.1 Services to be provided under Call-Off Contracts to the satisfaction of Clients This survey will measure the performance of the Agency against the KPIs contained in the table in this Clause 2.17.4	80%	Confirmation by CCS of the Agency's performance against customer satisfaction surveys
5. Annual reconciliations		

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Key Performance Indicator (KPI)	KPI Target	Measured by
The following reconciliations to take place annually 5.1 Unbilled media (one Pricing Year in arrears) 5.2 Rebates for all media 5.3 Over / under delivery and performance against pricing guarantees included in Schedule 3 (Charging Structure)	100%	Through Supplier Relationship Management process
6. Additional management information		
6.1 Forecast for next month to be provided to CCS/GCS on the 7th of each month, to include – spend in Net Media Value and Advertising Cost to the Customer (Net Media Value plus fees) and a 12 month rolling pipeline 6.2 Any amends to rolling 12 month pipeline 6.3 Late bookings - number and value of late booking penalties in a Month with supporting information on efforts taken to remove/reduce them 6.4 Campaign deferments – number	N/A	All to be received and validated by CCS/GCS. Independent verification, spot checks may occur.

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Key Performance Indicator (KPI)	KPI Target	Measured by
and value of deferment penalties in a Month 6.5 Clash management performance to ensure adherence to 2.15 Clash management and audience saturation		
7. Media Audit Compliance		
7.1 Fully comply with the reasonable data requests of the external Media Auditor and provide Key Personnel attendance at audit feedback sessions. 7.2 Validation of Pricing Guarantees by the external Media Auditor on a 6 monthly basis. 7.3 Demonstrate highest possible brand safety protection above industry best practice.	N/A	6 monthly Media Audit
8. ASBOF/BASBOF payments		
Ensure prompt payment and accurate records of ASBOF Charge /BASBOF Charge payments are maintained.	N/A	Spot checks carried out by the CCS/GCS or an auditor.

2.18 **Required Services: Digital Media Services - Content Verification and Brand Safety**

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2.18.1 The Client will agree with the Agency which brand safety and content verification tools ("CV Tools") will be used in relation to the Client's Digital Media Placements to enable the Client to monitor content verification, viewability measurement and fraud detection. The Agency shall disclose to the Client the partnership agreements it has entered into, together with the underlying measurement criteria, relating to the CV Tools. The parties will monitor the performance of the CV Tool on an ongoing basis and the cost of such CV Tools shall be charged to the Clients on a pass through basis. The Agency shall also disclose to the Client any interests that it or the Agency Group has in any technology suppliers used in the course of the Services.

2.18.2 The Client must be provided with access to full reports from the CV Tool on an ongoing basis regarding the Client's Digital Media Placements including data on the number and rate of Viewable Impressions, total impressions, click-throughs and any other applicable engagement metrics agreed between the parties in relation to each Digital Media Placement. Where available, the reports shall also include details of any brand safety issues, ad collision and any actual or suspected traffic fraud in relation to each Digital Media Placement. The Client and its representatives will be provided with full access to the CV Tool in relation to the Client's Digital Media Placements. Where ads are placed in connection with any fraudulent, non-viewable and/or unsafe traffic and such ads are paid for by the Agency, the Agency must use reasonable endeavours to recover the value of such ads placed in cash, credits and/or other compensation on a proportionate basis Each Client shall receive a proportionate share of any sums, credits or other compensation where the same is recovered by the Agency.

2.18.3 The Client shall only pay for ads that have been declared as Viewable Impressions and in order to enable the Client to verify this, the Agency shall provide the Client with access to monthly campaign level viewability reports and administrative access to the Client's account on the viewability platform. Where the Agency is not obliged to pay for ads (whether declared as Viewable Impressions or not), the Client shall not be required to pay for such ads. Where ads are placed in connection with any fraudulent, non-viewable and/or unsafe traffic and such ads are paid for by the Agency, the Agency must use reasonable endeavours to recover the value of such ads placed in cash, credits and/or other compensation on a proportionate basis Each Client shall receive a proportionate share of any sums, credits or other compensation where the same is recovered by the Agency.

2.18.4 The Agency will provide the Client with a list of websites that appear on its brand safe list so that the Client can create its own list of third party approved websites ("Client Whitelist"). The Agency will only run Media Placements on websites if they appear on the Client Whitelist. The Client

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shall have the right to amend the Client Whitelist on 2 Working Days' notice to the Agency.

2.18.5 The Agency shall not put Media Placements on websites that it should reasonably be aware contain or link to the following content ("Blacklist Content") unless otherwise approved by the Client in writing:

(a) obscene, indecent or pornographic content (including child pornography);

(b) content that is hateful, threatening, harassing or abusive;

(c) violent content;

(d) content liable to incite racial hatred or other forms of unlawful discrimination;

(e) content liable to incite acts of terrorism;

(f) content containing excessive profanity;

(g) content relating to illegal drugs or drug paraphernalia;

(h) content relating to the sale of firearms, ammunition or other weapons;

(i) content that is defamatory or trade libellous;

(j) content relating to the sale or promotion of counterfeit goods;

(k) content that infringes any third party's Intellectual Property Rights, other proprietary rights or rights of publicity or privacy;

(l) content that contains viruses, trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, surreptitiously intercept, detrimentally interfere with or expropriate any system, data or personal data;

(m) content that is otherwise harmful, unlawful or illegal;

(n) alcohol-related content;

(o) gambling-related content;

(p) tobacco-related content;

(q) content relating to prescription drugs;

(r) unmoderated forums; and/or

(s) content that is harmful to minors in any way or otherwise unsuitable for them to view,

and shall use appropriate software tools to verify that the websites on the Client Whitelist do not contain any Blacklist Content. The Client shall not pay for ad impressions, clicks or post-campaign conversions delivered on inventory that contains any Blacklist Content. In the event that the Agency discovers or is notified that a Media Placement has appeared on a website that contains or links to Blacklist Content it shall use its best endeavours to remove the Media Placement as soon as possible and in any event within twenty four (24) hours of discovery or notification. Notwithstanding the foregoing, the parties acknowledge news reporting editorial about content considered to be Blacklist

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Content (**"Editorial Content"**) may feature on Client Whitelist websites and that the Agency shall not be in breach of this paragraph or any clause in this Framework Agreement if Media Placements are made on Client Whitelist websites featuring such Editorial Content.

2.18.6 The Agency shall, in conjunction with the Client, conduct quarterly reviews and updates of the Blacklist Content and quarterly audits of the Blacklist Content against ad network buys, programmatic trading and promptly share the results with the Client. The Client shall be entitled to request for specific websites to be removed/blocked from its digital campaigns (provided such notice is given at least twenty four (24) hours before activation) and the Client must approve the use of any ad network before any insertion orders (IOs) or trading deals are signed off by the Agency.

2.18.7 The Agency is aware of the Digital Trading Standards Group ("DTSG") "Good Practice Principles" and will comply with those principles, including using its reasonable endeavours to minimise the risk of ad misplacement, when supplying the Services.

2.18.8 The Agency shall not place media on websites that appear on the Police Intellectual Property Crime Unit ("PIPCU") Infringing Website List.

2.19 **Required Services: Digital Media Services - Programmatic Trading**

2.19.1 In relation to Programmatic Media procured by the Agency, the Agency shall:

a. outline, log and report to the Client in relation to the full time equivalents (FTE) working across the programmatic trading of the Client;

b. disclose to the Client managed services fees and explain and demonstrate how they will be calculated and applied;

c. disclose to the Client any additional margins or profit from managing the Client's Programmatic Media;

d. disclose to the Client rebates or preferred vendor arrangements, including areas such as discounted tech platform fees, shared platform managed services staffing support, rebates tied to spend tiers, etc;

e. disclose to the Client its programmatic preferred media or data deals that the Agency has brokered for its agency trading desk in order to avoid bias;

f. grant the Client appropriate read only and administrative access to all media-buying platforms, including access to reports and (where required by the Client) to online and offline data including API access. The Agency will implement a fully disclosed and transparent programmatic trading desk model for the Government and will provide an itemised breakdown of all costs and/or fees for any aspect of the Government's programmatic trading desk but not limited to tech, media, data, custom engineering;

g. comply with the Client's strict programmatic optimisation and trading controls including tolerance of bid prices, floor prices, buying strategy on

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Open Marketplace (OMP) and Private Market Place (PMP) deals, strategy budgets, campaign budgets including all standard campaign management controls in order to avoid unwarranted trading.

2.20 **Required Services: Digital Media Services - Ad Fraud**

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

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

2.21 **Required Services: Digital Media Services - Data**

2.21.1 Where access to Client's data management platform is granted, the Agency shall:

(a) produce, for the Client's approval, a suitable data retention and management policy which includes user controls to prevent unauthorised and/or accidental sharing or use of the Client's data;

(b) as soon as reasonably practicable, destroy the Client's data upon request or on termination of this Framework Agreement;

(c) disclose any data collection and shared data workspaces where the Client's data might be at risk of being disclosed and/or be co-opted into an unauthorised data pool and confirm that the Client's data is being logically separated;

(d) undertake due diligence of the data management platforms and other ad technology vendors with regards to data security, data privacy compliance, system and user controls and EU GDPR and ePrivacy regulations and all other Data Protection Legislation; and

(e) the Agency will provide a dedicated seat on the Demand Side Platforms (DSP) in order to treat Government's data separately from the Agency's programmatic trading desk.

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

Overview

3.1 This Section sets out the Call-Off Process for all Clients and Agencies to follow.

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3.2 CCS reserves the right to change this Call-Off Process.

3.3 All Clients listed under the OJEU Contract Notice may award a Call-Off Contract under this Framework Agreement.

3.4 The Client may appoint an agent to act on their behalf, this includes completing this Call-Off Process.

3.5 CCS is not responsible for the actions of any Client.

Client reserves the right not to award

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

How services will be bought

3.7 If a Client decides to source any of the Services through this Framework Agreement, then it shall be entitled at any time in its absolute and sole discretion during the Term to award Call-Off Contracts for the Services from the Agency by following the terms of Clause 3.7 to Clause 3.12 (How services will be bought).

3.8 Any Client awarding a Call-Off Contract under this Framework Agreement shall provide the Agency with a Brief reflecting its requirements for the Services.

3.9 The Agency shall respond to the Client with a response to the Brief within the number of Working Days agreed as part of the KPIs or otherwise agreed between the Client and the Agency at the relevant time. The Agency's response to the Brief shall contain the detail required by the Client in respect of the Services to be provided.

3.10 The Agency shall ensure that any prices submitted shall be based on the Charging Structure and take into account any discount to which the Client may be entitled as set out in Framework Schedule 3 (Charging Structure).

3.11 If the Client is satisfied that the Agency meets the Brief and its requirements for Services it may award the Call-Off Contract.

3.12 The Agency acknowledges that each Client is independently responsible for the conduct of its award of Call-Off Contracts under this Framework Agreement and that CCS is not responsible or accountable for and shall have no liability whatsoever in relation to:

3.12.1 the conduct of Clients in relation to this Framework Agreement; or

3.12.2 the performance or non-performance of any Call-Off Contracts between the Agency and Client entered into pursuant to this Framework Agreement.

4. FRAMEWORK ARRANGEMENT AND AWARD PROCEDURE

Term of Framework Agreement

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

Scope of Framework Agreement

4.2 This Framework Agreement governs the relationship between CCS and the Agency in respect of the provision of the Services by the Agency to Clients.

4.3 The Framework Agreement allows CCS and each Client to order the Services from the Agency in accordance with the Call-Off Process.

4.4 The Agency acknowledges that there is no obligation whatsoever on CCS or any Client to invite or select the Agency to provide any Services and/or to purchase any Services under this Framework Agreement.

4.5 No undertaking or any form of statement, promise, representation or obligation will be made or deemed to have been made by CCS or any Client in respect of the total quantities or values of the Services to be ordered by them through this Framework Agreement. The Agency acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation and that no volume guarantee has been given by CCS or any other Client.

Agency's appointment

4.6 CCS hereby appoints the Agency as a potential provider of the Services to Clients during the Term. This means the Agency is eligible to be considered for the award of Orders for the Services by Clients during the Term.

4.7 Where the Agency comprises more than one entity acting as a consortium, each entity that is a member of the consortium shall be jointly and severally liable for performance of the Agency's obligations under this Framework Agreement.

Non-exclusivity

4.8 The Agency acknowledges that, notwithstanding the provisions of Clause 4.10, in entering into this Framework Agreement no form of exclusivity has been conferred on by CCS or any Client in relation to the provision of the Services.

4.9 CCS and Clients are at all times entitled to enter into other contracts and agreements with other agencies for the provision of any or all services which are the same as, or similar to, the Services.

Notice of existence of this Framework Agreement

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

Assistance in related procurements

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4.11 If an Agency is already providing (or is contracted to provide) Services to a Client, and the Client wants to procure related services, the Agency is required to provide the Client with all reasonable information and assistance to help with the procurement of those related services. This is the case whether or not the Agency is able to compete for the related services. The Agency shall provide the relevant Client and any agency bidding for the related services with all reasonable information and assistance to:

4.11.1 carry out appropriate due diligence with respect to the provision of the related services

4.11.2 effect a smooth transfer and/or inter-operation between the existing contract and related services

4.11.3 enable the Client to carry out a fair further competition procedure for the related services, and

4.11.4 enable the Client and any agency bidding for the related services to make a proper risk assessment.

4.12 The Agency shall respond consistently, fairly and without discrimination to requests for assistance from any agency bidding for the related services.

5. THE AGENCY'S OBLIGATIONS UNDER THE FRAMEWORK

Warranties, representations and undertakings

5.1 The Agency warrants, represents and undertakes to CCS and to each Client all of the following:

5.1.1 it is validly incorporated and organised, and operates in accordance with the Laws of its place of incorporation;

5.1.2 it has full capacity, authority and all necessary consents to enter into and to perform its obligations under this Framework Agreement and each Call-Off Contract;

5.1.3 this Framework Agreement has been signed by a duly authorised representative of the Agency;

5.1.4 in entering into this Framework Agreement and any Call-Off Contract it has not committed or agreed to commit any Fraud or Prohibited Act;

5.1.5 all information, statements, warranties and representations contained in the Tender and any other document which resulted in the award to the Agency of a place on the Framework are true, accurate, and not misleading. This includes the Agency Pitch commitments contained within Framework Schedule 9;

5.1.6 to the best of its knowledge, it is not facing any claim or going through any litigation, arbitration or administrative proceeding which will or might affect its ability to perform its obligations under this Framework Agreement and/or any Call-Off Contract;

5.1.7 it is not subject to any contractual obligation or Law which is likely to have an adverse effect on its ability to perform its obligations under this Framework Agreement and/or any Call-Off Contract;

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5.1.8 it has notified CCS in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in, in connection with any Occasions of Tax Non-Compliance;

5.1.9 it is not affected by an Insolvency Event and no insolvency proceedings or other steps have been taken or to the best of its knowledge, are threatened;

5.1.10 in the 3 years prior to the date of this Framework Agreement (or, if the Agency has been in existence for less than 3 years, the whole of its existence) it has:

(a) conducted all financial accounting and reporting activities in compliance with the generally accepted accounting principles that apply to it in any country where it files accounts and

(b) not performed any act or made any omission with respect to its financial accounting or reporting which could have an adverse effect on the Agency's ability to fulfil its obligations under this Framework Agreement or any Call-Off Contract.

5.2 The Agency shall promptly notify CCS in writing:

5.2.1 of any material detrimental change in the financial standing and/or credit rating of the Agency;

5.2.2 if the Agency undergoes a Change of Control; and

5.2.3 provided this does not contravene any Law, of any circumstances suggesting that a Change of Control is planned.

5.3 The Agency is understood to repeat these warranties, representations and undertakings each time it enters into a Call-Off Contract.

5.4 If at any time a Party becomes aware that a representation or warranty an Agency has given under Clause 5.1 has been breached, is untrue or is misleading, it shall immediately notify the other Party, and provide sufficient detail to enable the other Party to make an accurate assessment of the situation.

5.5 The fact that any provision within this Framework Agreement is expressed as a warranty does not preclude CCS's right of termination if the Agency breaches that provision.

5.6 The Agency acknowledges and agrees that:

5.6.1 the warranties, representations and undertakings contained in this Framework Agreement are material, and CCS has relied on those warranties, representations and undertakings when entering into this Framework Agreement, and

5.6.2 any Client entering into a Call-Off Contract is also relying on the warranties, representations and undertakings made by the Agency in this Framework Agreement each time it enters into a Call-Off Contract.

Prevention of fraud and bribery

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

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5.8 If anyone acting on the Agency's behalf does commit a Prohibited Act in connection with this Framework Agreement, CCS may terminate the Framework Agreement.

5.9 In such circumstances, the Agency shall on demand compensate CCS in full from and against:

5.9.1 the amount of value of any such gift, consideration or commission and

5.9.2 any other Loss sustained by CCS in consequence of the Prohibited Act.

5.10 The Agency shall:

5.10.1 in relation to this Framework Agreement and each Call-Off Contract, act in accordance with the Ministry of Justice Guidance on section 9 of Bribery Act 2010

5.10.2 immediately notify CCS if it suspects or becomes aware of any Prohibited Act, unless such notification is contrary to Law; and

5.10.3 respond promptly to any enquiries from CCS regarding any breach, potential breach or suspected breach of Clause 5.7.

5.11 The Agency shall co-operate with any investigation in connection with the breach (or potential/suspected breach), and allow CCS to audit the Agency's books, records and any other relevant documentation in connection with the breach. (Any such audit is in addition to the audits permitted under Section 7).

5.12 The Parties agree that the Management Charge payable does not constitute an offence under section 1 of the Bribery Act 2010.

Agency conflicts of interest

5.13 The Agency shall not be in a position where there is a Conflict of Interest. Any breach of this Clause 5.13 will be deemed to be a material Default. The Agency will at all times act in the best interests of CCS and Clients when negotiating and agreeing contracts with Media Owners.

5.14 As soon as the Agency recognises there is a risk of Conflict of Interest, the Agency shall:

5.14.1 establish the necessary ethical wall arrangement(s) to eliminate it;

5.14.2 inform the Client of the risk of a Conflict of Interest, and the arrangements the Agency has made to eliminate it.

5.15 If an Agency does not take these steps, CCS can immediately terminate this Framework Agreement, or instruct the Agency to take such other steps as CCS deems necessary. Such action by CCS does not prejudice or affect any right of action or remedy which has accrued, or accrues thereafter.

Framework agreement performance

5.16 The Agency shall perform all its obligations under this Framework Agreement and all Call-Off Contracts entered into with Clients:

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5.16.1 in accordance with the requirements of this Framework Agreement

5.16.2 in accordance with the terms and conditions of the respective Call-Off Contracts

5.16.3 in accordance with Good Industry Practice

5.16.4 with appropriately experienced, qualified and trained personnel with all due skill, care and diligence

5.16.5 in compliance with all applicable Laws, and

5.16.6 in compliance with all licences and authorisations.

5.17 If the Agency identifies any conflict between any of the requirements above, it must inform CCS. The Agency shall then comply with CCS's decision on the resolution of that conflict.

5.18 The terms of this Framework Agreement cannot be superseded in a Call-Off Contract without authorisation by the signatories to this Framework Agreement.

Non-discrimination

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

Agency Staff

5.20 The Agency shall populate the Agency Staff list and as set in Framework Schedule 15 (Agency Staff List) at the Appointment Date and regularly update such information throughout the Term to reflect details of the Agency Staff who are engaged in the provision of the Services to CCS and Clients under this Framework Agreement and any Call-Off Contracts. The content of Schedule 15 (Agency Staff List) shall also inform the basis of the Agency's Provisional Personnel List for the purposes of Schedule 11 (Staff Transfer).

6. MANAGEMENT INFORMATION AND MANAGEMENT CHARGES

Management charge

6.1 The Agency agrees to pay CCS the Management Charge.

6.2 CCS will send the Agency, Monthly invoices that set out the Management Charge due, based on the MI that the Agency has provided.

6.3 Invoices will be adjusted to take into account:

6.3.1 any Admin Fee(s) the Agency owes because it provided MI late

6.3.2 any under-payment or overpayment as a result of the application of the Default Management Charge.

6.4 Unless agreed otherwise in writing, the Agency shall pay the amount stated in any invoice submitted under Clause 6.2 by BACS, within 30 calendar days of the date of issue of the invoice.

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6.5 The Management Charge will apply to the full Charges as specified in each and every Order. It will not be varied as a result of any reduction in the Charges due to the application of any deductions made under any Call-Off Contract.

6.6 The Agency may not pass through, recharge to, or otherwise recover from any Client in addition to the Charges, the cost of the 1% of the Charges payable to CCS for the management of the Framework Agreement, set out in the first limb of the definition of Management Charge.

6.7 The Management Charge is exclusive of VAT. The Agency is required to pay VAT on the Management Charge at the rate and in the manner prescribed by Law.

6.8 Interest will be payable on any late payments of the Management Charge in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

Provision of management information

6.9 The Agency shall provide accurate Management Information (MI) to CCS every Month on the Reporting Date during the Term and thereafter, until all transactions relating to Call-Off Contracts have permanently ceased.

6.10 This Section sets out what information is required and how it must be submitted.

6.11 The Agency shall also provide such MI as may be required by a Client in accordance with the terms of a Call-Off Contract.

6.12 MI will be provided by the Agency with no charge to CCS.

6.13 The Agency shall maintain appropriate systems, processes and records to ensure that it can deliver the MI required by CCS in accordance with this Section.

6.14 The Agency grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:

6.14.1 use and to share with any Client and/or Relevant Person, and/or

6.14.2 publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA being redacted),

any Management Information supplied to CCS for the purposes of the normal operational activities of CCS and each Client, including administering this Framework Agreement and/or all Call-Off Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

6.15 CCS shall in its absolute and sole discretion determine whether any MI is exempt from disclosure in accordance with the provisions of the FOIA.

Management information and format

6.16 The Agency shall provide CCS with accurate and complete MI Reports each Month using the MI Reporting Template. The initial MI Reporting Template is set out in Framework Schedule 5 (MI Reporting Template).

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6.17 The MI Report should refer to Orders received and transactions occurring during the Month to which the MI Report relates, regardless of when the work was actually completed. For example, if an invoice is raised for October but the work was actually completed in September, the invoice should be included in October's MI Report rather than September's.

6.18 The Agency shall provide CCS with an MI Report for each Month even where there are no Orders or transactions to report that Month. This is referred to as a "**Nil Return**".

6.19 In addition, CCS may request that the Agency provides similar MI about any all other services supplied by the Agency to Clients outside the Framework Agreement.

6.20 CCS may make changes to the MI Reporting Template, including to the data required or format of MI Reports. If it does, it will:

6.20.1 issue a replacement version of the MI Reporting Template to the Agency

6.20.2 give notice in writing of any such change to the MI Reporting Template, and specify the date from which the replacement MI Reporting Template must be used. This will be at least 30 calendar days following the date of the notice.

6.21 The Agency may not make any amendment to the current MI Reporting Template without Approval.

6.22 The Agency shall always provide MI Reports using the most recent MI Reporting Template.

6.23 CCS may provide the Agency with supplemental guidance for completing the MI Reporting Template. The Agency agrees to complete each MI Reporting Template in accordance with any such guidance.

Submission of the monthly MI Report

6.24 The MI Reporting Template must be completed electronically and uploaded to Management Information System Online (MISO). All other MI required must be returned to CCS as CCS instructs.

6.25 CCS reserves the right to specify that all or any part of an MI Report be submitted by the Agency using an alternative means of communication to that specified in Clause 6.24, such as email. The Agency agrees to comply with any such instructions provided they do not materially increase the burden on the Agency.

MI Failures and MI Defaults

6.26 The Agency acknowledges that it is essential that CCS receives timely and accurate MI about this Framework Agreement, because this MI will be used by CCS and the Clients to inform strategic decision-making and will allow CCS to calculate the Management Charge.

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6.27 The Agency shall inform CCS of any errors or corrections to the Management Information, either:

6.27.1 in the MI Report due on the Reporting Date immediately following discovery of the error by the Agency; or

6.27.2 as a result of CCS querying any data contained in an MI Report

6.28 Following an MI Failure, CCS may issue reminders to the Agency or require the Agency to rectify defects in the MI Report provided. The Agency shall rectify any deficient or incomplete MI Report as soon as possible and not more than 5 Working Days following receipt of any such reminder.

Meetings

6.29 The Agency agrees to attend meetings with CCS, at CCS's request, to discuss the circumstances of any MI Failure(s) (without prejudice to any other rights CCS may have). At such a meeting, the Agency shall propose measures to ensure that the MI Failures are rectified and do not occur in the future. The Parties will document these measures and CCS shall continue to monitor the Agency's performance.

Admin Fees

6.30 If, in any rolling 3 Month period, 2 or more MI Failures occur, the Agency acknowledges and agrees that CCS has the right to invoice the Agency the Admin Fees. This right extends (subject to Clause 6.31) in respect of any MI Failures that arise in subsequent Months.

6.31 Once CCS has the right to charge Admin Fee(s) in respect of MI Failures as set out in Clause 6.30, if the Agency submits an MI Report for 2 consecutive Months and no MI Failure occurs, then the right to charge the Admin Fee(s) will lapse. However, if the conditions in Clause 6.30 are met in the future, CCS will again be able to exercise this right.

6.32 The Agency acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by CCS as a result of the Agency failing to supply Management Information as required by this Framework Agreement.

6.33 CCS will notify the Agency if any Admin Fees arise in respect of MI Failures and is then entitled to invoice the Agency for such Admin Fees. These must be paid in accordance with Clauses 6.1 to 6.8 as a supplement to the Management Charge.

6.34 If an MI Default occurs, CCS shall (without prejudice to any other rights or remedies available to it) set a "**Default Management Charge**" calculated in accordance with Clause 6.35 which the Agency shall pay, and/or CCS can decide to terminate this Framework Agreement.

6.35 The Default Management Charge will be the higher of:

6.35.1 the average Management Charge paid by the Agency in the six month period preceding the date on which the MI Default occurred or if the MI Default

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occurred within less than 6 Months from the commencement date of the first Call-Off Contract, in the whole period preceding the date on which the MI Default occurred; or

6.35.2 £500.

6.36 If an MI Default occurs, CCS can invoice the Agency the Default Management Charge (less any Management Charge which the Agency has already paid to CCS for any Months in which the Default Management Charge is payable) in arrears for those Months in which an MI Failure occurred; and on an ongoing Monthly basis, until all and any MI Failures have been rectified to the reasonable satisfaction of CCS.

6.37 For the avoidance of doubt, the Parties agree that:

6.37.1 the Default Management Charge shall be payable as though it were the Management Charge due in accordance with the provisions of Clause 6.1 to 6.8, and

6.37.2 any rights or remedies available to CCS under this Framework Agreement in respect of the payment of the Management Charge are also available to CCS in respect of the payment of the Default Management Charge.

6.38 If the Agency provides sufficient MI to rectify any MI Failures to the satisfaction of CCS and the MI demonstrates that the Agency has overpaid the Management Charges as a result of the application of the Default Management Charge then the Agency shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable. If the MI demonstrates that the Agency has underpaid the Management Charges during the period when a Default Management Charge was applied, then CCS shall be entitled to immediate payment of a balancing sum as a debt together with interest.

7. RECORD KEEPING, CONFIDENTIALITY AND TRANSPARENCY

Record keeping

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

7.1.1 all Services provided under it;

7.1.2 all Call-Off Contracts entered into;

7.1.3 the amounts paid by each Client, including:

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

(b) complete access to all data and documentation reasonably required by the Auditor to validate the allocation of Unbilled Media,

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AVBs (both cash and non cash), Services not provided at true value and any other discounts, rebates, bonuses, payments, free space, deal letters, service level agreements, or any other value afforded to the Agency and/or Agency Group contemporaneously or retrospectively by Media Owners or other vendors;

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

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

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

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

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

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

General Audits

7.2 The Agency shall provide CCS with a completed Self-Audit Certificate, in the form set out in Framework Schedule 6 (Annual Self-Audit Certificate), in respect of each Contract Year of this Framework Agreement. In completing the Self-Audit Certificate, the Agency shall confirm that it has reviewed a representative sample of Orders to provide assurance that:

7.2.1 all Orders are clearly identified in the Agency's order processing/ invoicing systems as Orders under the Framework

7.2.2 where required, Orders are correctly reported in the MI returns

7.2.3 all related invoices are completely and accurately included in the MI returns, and

7.2.4 all Charges comply with Framework requirements on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable).

7.3 Self-Audit Certificates must be completed by a responsible senior member of the Agency's management team or by the Agency's external auditor. The signatory must be professionally qualified in a relevant financial discipline.

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7.4 At CCS' request, the Agency shall (and shall procure that all members of the Agency Group shall) allow CCS, any relevant Client, the National Audit Office and/or auditor appointed by the Audit Commission (together "**Auditors**" save as otherwise set out in Clause 7.13) and their respective representatives access to the Records at a frequency and in a form and format acceptable to CCS (acting reasonably). Where the Agency provides online access to Records (at the request of CCS), the Agency shall provide appropriate training to CCS' staff and a reasonable level of ongoing technical support. It will also provide copies of the Records as required by any of these organisations, to allow them to carry out an inspection to:

7.4.1 verify the accuracy of Charges (and proposed or actual variations to them in accordance with this Framework Agreement);

7.4.2 verify the costs of the Agency (including the costs of all sub-contractors and any third party suppliers, including members of the Agency Group);

7.4.3 review any books of accounts kept by the Agency in connection with the provision of the Services;

7.4.4 verify the accuracy and completeness of the MI that the Agency has provided;

7.4.5 verify the Open Book Data;

7.4.6 ensure that the Agency is complying with its obligations under this Framework Agreement and any Call-Off Contract;

7.4.7 identify or investigate actual or suspected Prohibited Acts, impropriety or accounting mistakes or any breach or threatened breach of security. In these circumstances CCS is not obliged to inform the Agency of the purpose or objective of its investigations;

7.4.8 review the integrity, confidentiality and security of CCS Personal Data held or used by the Agency;

7.4.9 review the Agency's compliance with Data Protection Legislation;

7.4.10 obtain such information as is necessary to fulfil CCS' obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;

7.4.11 carry out CCS' own internal and statutory audits and to prepare, examine and/or certify CCS' annual and interim reports and accounts;

7.4.12 enable the National Audit Office to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which CCS has used its resources, and

7.4.13 receive from the Agency on request summaries of all central government public sector expenditure placed with the Agency including through routes outside of this Framework Agreement. This is to verify that the

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Agency's practice is consistent with the Government's transparency agenda which requires all public sector bodies to publish details of expenditure on common goods and services.

7.5 The Agency shall (and shall procure that all members of the Agency Group shall) provide the Records (together with copies of the Agency's published accounts) on request during the Term and for a period of 7 Years after expiry of the Term or any Call-Off Contract, if later.

7.6 CCS shall procure that the Auditor will endeavour to ensure that the conduct of any Audit does not:

7.6.1 unreasonably disrupt the Agency; or

7.6.2 delay the provision of Services under any Call-Off Contract,

however the Agency accepts and acknowledges that control over the conduct of Audits carried out by the Auditors is outside of the control of CCS.

7.7 The Agency shall provide the Auditors with all reasonable co-operation and assistance, including by providing:

7.7.1 all information within the scope of the Audit requested by the Auditors

7.7.2 reasonable access to any sites controlled by the Agency and to equipment used in the provision of the Services, and

7.7.3 reasonable access to the Agency Staff.

7.8 If an Audit reveals that the Agency has underpaid an amount equal to or greater than 1% of the Management Charge due in respect of any Monthly reporting and accounting period relating to this Framework Agreement and any Call-Off Contracts, the Agency shall reimburse CCS its reasonable costs incurred in relation to the Audit.

7.9 If an Audit reveals:

7.9.1 that the Agency has underpaid an amount equal to or greater than 5% of the Management Charge due in respect of any Monthly reporting and accounting period relating to this Framework Agreement and any Call-Off Contracts, or

7.9.2 a material Default, or

7.9.3 a Persistent Failure

7.9.4 CCS may terminate this Framework Agreement. The Agency shall also reimburse CCS its reasonable costs incurred in relation to the Audit.

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

Client satisfaction monitoring

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

7.11.1 the way in which the Ordered Services are provided, performed and delivered

7.11.2 the quality, efficiency and effectiveness of the supply of the Ordered Services

7.11.3 Agency compliance with this Framework Agreement and any Call-Off Contracts, and

7.11.4 any other assessment CCS deems appropriate for monitoring Client satisfaction.

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

Media Audits

7.13 Without prejudice to any other rights under this Clause 7, CCS shall be entitled to appoint an Auditor to undertake audits of the performance of the Services (**"Performance Audit"**) and the Agency's compliance with this Framework Agreement (**"Financial Audit"**) during the Term, the term of each Call-Off Contract and for two (2) years after the termination or expiry of this Framework Agreement and/or any Call-Off Contract. CCS shall provide the Agency not less than three (3) weeks notice prior to any audit and anticipates that it will conduct up to 2 Performance Audits and 1 Financial Audit in each calendar year. For the purposes of Clauses 7.13 to 7.20, "**Auditor**" shall mean:

7.13.1 in respect of a Performance Audit, a recognised reputable independent media consultant adhering to appropriate professional standards chosen by CCS in its absolute discretion; and

7.13.2 in respect of a Financial Audit, a certified public accounting firm which is nationally or internationally recognised and is specialised in financial compliance audit or a firm whose staff are members of professional accounting bodies or a firm that is itself a member of a professional accounting body, chosen by CCS in its absolute discretion.

7.14 During the Term and for two (2) years after its termination the Agency shall maintain clear, accurate, complete and up to date Records in respect of the performance of the Agency and Agency Group's obligations under this Framework Agreement and each Call-Off Contract. The Agency shall procure compliance by members of the Agency Group with its obligation to maintain Records as set out in this Framework Agreement.

7.15 The Agency shall obtain at its own cost all necessary rights in data which the Agency or Agency Group obtains from third parties to enable the Agency to supply to CCS and the relevant Client and its Auditor all such data as the Auditor reasonably requires to fully perform a Performance Audit (for example, performance data, TV ratings, digital impressions, etc) and/or Financial Audit. Where the Agency or Agency Group uses direct or indirect majority owned affiliates, specialist buying companies, group buying

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companies, buying clubs or any other related party to supply services, the Agency shall procure that the affiliates, specialist buying companies, group buying companies, buying clubs or other related party will grant the same rights of audit to the Auditor, including access to AVBs received by the Agency Group and to un-billed media reports between Agency Group and their vendors.

7.16 Save to the extent that any Records relate to the Agency's other clients and do not relate at all to CCS and/or a Client (including terms related to the Agency's other clients or terms negotiated with Media Owners on behalf of multiple clients) and subject to third party rights therein:

7.16.1 all access rights to the Records (including Intellectual Property Rights and any data and information created, obtained, compiled or verified by the Agency (including prices paid for media purchased by the Agency on behalf of the Client) will belong to CCS and the relevant Client and will be deemed to be assigned to CCS and the relevant Client for the purpose of this Framework Agreement provided that the Agency is entitled to keep copies, or the original as necessary, of such Records in order to comply with its legal and regulatory obligations ; and

7.16.2 the Agency shall provide the Auditor with full access to the Records, including all contracts with suppliers with whom media activity has been placed on behalf of CCS and the relevant Client during the Term provided that the Agency may redact from the Records the individual names of other clients and their confidential information, including but not limited to financial amounts specific to those other clients.

7.16.3 the Records will constitute Confidential Information for the purposes of this Framework Agreement.

7.17 The Agency and Agency Group will allow the Auditor access to all the Records to audit the Agency's compliance with this Framework Agreement provided the Auditor provides not less than twenty (21) days notice to the Agency. Any such access shall be on at any time during normal business hours for the purposes of auditing or otherwise inspecting the Records provided that in the absence of exceptional circumstances the Agency shall not be obliged to allow such access or inspection more than once during any twelve month period (unless any material discrepancy or any breach of this Framework Agreement is discovered in which case the Agency shall allow access on such number of occasions as CCS and the relevant Client may request). The Agency shall provide all Records and data in a format reasonably requested by the Auditor. The Authority reserve the right to have a HMG owned data platform, in future the Agency and Agency Group may be required to upload those records to this platform at such time CCS will detail the required records and upload format should this differ from current arrangements.

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

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

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

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

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

Confidentiality

7.21 All Parties shall respect the Confidential Information of each other, by:

7.21.1 treating it as confidential

7.21.2 storing it securely

7.21.3 not disclosing it, except as expressly set out in this Framework Agreement or without obtaining Approval

7.21.4 not using or exploiting it in any way except for the purposes anticipated under this Framework Agreement.

7.22 The Agency agrees to enter into any non-disclosure agreement required by a Client where the terms of such non-disclosure agreement are reasonable.

7.23 For the purposes of Clauses 7.23 to 7.32 below, a Party which receives or obtains, directly or indirectly, Confidential Information is a "**Recipient**". A Party which discloses or makes available Confidential Information is a "**Disclosing Party**".

7.24 If a Recipient suspects or becomes aware of any unauthorised access, copying, use or disclosure of Confidential Information, it must notify the Disclosing Party immediately.

7.25 A Recipient is entitled to disclose Confidential Information if:

7.25.1 it is required to do so by Law, (though Clauses 7.55 to 7.61 (Freedom of Information) applies to disclosures required under the FOIA or the EIRs

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7.25.2 the need for such disclosure arises out of or in connection with:

(a) any legal challenge or potential legal challenge against CCS regarding this Framework Agreement

(b) the examination and certification of CCS's accounts (provided that the disclosure is made on a confidential basis) or for any examination under section 6(1) of the National Audit Act 1983, or

(c) the conduct of a Central Government Body review in respect of this Framework Agreement;

7.25.3 the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010. Such disclosure can only be made to the Serious Fraud Office.

7.26 If the Recipient is required by Law to disclose Confidential Information, it should notify the Disclosing Party as soon as reasonably practicable and to the extent permitted by Law. It should advise the Disclosing Party what Law and/or regulatory body requires such disclosure and what Confidential Information it will be required to disclose.

7.27 Subject to Clauses 7.24 and 7.25, the Agency may disclose CCS Confidential Information, on a confidential basis, to:

7.27.1 Agency Staff who are directly involved in the provision of the Services and need to know the Confidential Information to enable the performance of the Agency's obligations under this Framework Agreement, and

7.27.2 its professional advisers for the purposes of obtaining advice in relation to this Framework Agreement.

7.28 Where the Agency discloses CCS Confidential Information in such circumstances, it remains responsible for ensuring the persons to whom disclosure has been made comply with the confidentiality obligations set out in this Framework Agreement.

7.29 CCS may disclose Agency Confidential Information:

7.29.1 to any Central Government Body or other Client, on the basis that the information may only be further disclosed to Central Government Bodies or other Clients

7.29.2 to Parliament, including any Parliamentary committees, or if required by any British Parliamentary reporting requirement

7.29.3 if it deems disclosure necessary or appropriate in the course of carrying out its public functions

7.29.4 on a confidential basis to a professional adviser, consultant, agency or other person engaged by a Central Government Body or Client, for any purpose relating to or connected with this Framework Agreement

7.29.5 on a confidential basis for the purpose of the exercise of its rights under this Framework Agreement, or

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7.29.6 to a proposed transferee, assignee or novatee of, or successor in title to CCS.

7.30 Any references to disclosure on a confidential basis mean disclosure subject to a confidentiality agreement, or arrangement containing terms no less stringent than those placed on CCS under Clause 7.21.

7.31 The Confidential Information that CCS may disclose under Clause 7.29 includes information relating to Call-Off Contracts, including service levels, pricing information. The terms of any Call-Off Contract under this Framework Agreement may be shared with any Central Government Body or other Client.

7.32 Nothing in Clauses 7.20 to 7.31 shall prevent a Recipient from using any techniques, ideas or Know-How which the Recipient has gained during the performance of this Framework Agreement in the course of its normal business, as long as this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

7.33 If the Agency does not comply with these rules on confidentiality, CCS can terminate this Framework Agreement.

Transparency

7.34 The Parties acknowledge and agree that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Framework Agreement and any Transparency Reports under it is not Confidential Information and shall be made available in accordance with the procurement policy note 01/17 https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles and the Transparency Principles referred to therein.

7.35 CCS will determine whether any of the content of this Framework Agreement is exempt from disclosure in accordance with the provisions of the FOIA. CCS may consult with the Agency to inform its decision regarding any redactions but will have the final decision in its absolute discretion.

7.36 The Agency hereby gives its consent for CCS to publish this Framework Agreement in its entirety (subject only to redaction of any information that CCS determines is exempt from disclosure in accordance with the provisions of FOIA). This includes any agreed changes to this Framework Agreement.

7.37 The Agency acknowledges and agrees that publication of this Framework Agreement will include the publication of the contact details of the Agency Representative (including its successors). Such details will not be redacted.

7.38 By signing this Framework Agreement, the Agency confirms that it has obtained the Agency Representative's consent and shall, prior to the appointment of any successor Agency Representative obtain the successor's consent, permitting the publication of their name and contact details under this Clause 7.35 or otherwise, the Agency shall take all necessary steps to ensure that publication

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will not cause CCS, a Client or the Agency to breach the Data Protection Legislation.

7.39 The Agency shall cooperate with CCS to enable publication of this Framework Agreement.

Official Secrets Act

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

Data Protection

7.41 The parties acknowledge that for the purposes of the Data Protection Legislation, CCS and/or the Client is the Controller and the Agency is the Processor. The only Processing that the Agency is authorised to do is listed in Schedule 14 (Processing Personal Data and Data Subjects) by CCS and/or the Client and may not be determined by the Agency.

7.42 The Agency shall notify CCS and/or the Client immediately if it considers that any of CCS and/or the Client's instructions infringe the Data Protection Legislation.

7.43 The Agency shall provide all reasonable assistance to CCS and/or the Client in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of CCS and/or the Client, include:

7.43.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;

7.43.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;

7.43.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

7.43.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

7.44 The Agency shall, in relation to any Personal Data Processed in connection with its obligations under this Framework Agreement and any Call-Off Contract:

7.44.1 Process that Personal Data only in accordance with Schedule 14 (Processing, Personal Data and Data Subjects), unless the Agency is required to do otherwise by Law. If it is so required the Agency shall promptly notify CCS and/or the Client before Processing the Personal Data unless prohibited by Law;

7.44.2 ensure that it has in place Protective Measures, which have been reviewed and approved by CCS and/or the Client as appropriate to protect against a Data Loss Event having taken account of the:

(a) nature of the data to be protected;

(b) harm that might result from a Data Loss Event;

(c) state of technological development; and

(d) cost of implementing any measures;

7.44.3 ensure that:

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(a) the Agency Staff do not Process Personal Data except in accordance with this Agreement (and in particular Schedule 14 (Processing, Personal Data and Data Subjects));

(b) it takes all reasonable steps to ensure the reliability and integrity of any Agency Staff who have access to the Personal Data and ensure that they:

(i) are aware of and comply with the Agency's duties under this Clause;

(ii) are subject to appropriate confidentiality undertakings with the Agency or any Sub-processor;

(iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by CCS and/or the Client or as otherwise permitted by this Framework Agreement; and

(iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and

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

(a) CCS and/or the Client or the Agency has provided appropriate safeguards under GDPR Article 46 (as determined by CCS and/or the Client) in relation to the transfer;

(b) the Data Subject has enforceable rights and effective legal remedies;

(c) the Agency complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(d) the Agency complies with any reasonable instructions notified to it in advance by CCS and/or the Client with respect to the Processing of the Personal Data;

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

7.45 Subject to Clause 7.46, the Agency shall notify CCS and/or the Client immediately if it:

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

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

7.45.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

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7.45.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Agreement;

7.45.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

7.45.6 becomes aware of a Data Loss Event.

7.46 The Agency's obligation to notify under Clause 7.45 shall include the provision of further information to CCS and/or the Client in phases, as details become available.

7.47 Taking into account the nature of the Processing, the Agency shall provide CCS and/or the Client with full assistance in relation to either party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 7.46 (and insofar as possible within the timescales reasonably required by CCS and/or the Client) including by promptly providing:

7.47.1 CCS and/or the Client with full details and copies of the complaint, communication or request;

7.47.2 such assistance as is reasonably requested by CCS and/or the Client to enable CCS and/or the Client to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

7.47.3 CCS and/or the Client, at its request, with any Personal Data it holds in relation to a Data Subject;

7.47.4 assistance as requested by CCS and/or the Client following any Data Loss Event;

7.47.5 assistance as requested by CCS and/or the Client with respect to any request from the Information Commissioner's Office, or any consultation by CCS and/or the Client with the Information Commissioner's Office.

7.48 The Agency shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Agency employs fewer than 250 staff, unless:

7.48.1 CCS and/or the Client determines that the Processing is not occasional;

7.48.2 CCS and/or the Client determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

7.48.3 CCS and/or the Client determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

7.49 The Agency shall allow for audits of its Data Processing activity by CCS and/or the Client or CCS and/or the Client's designated auditor.

7.50 The Agency shall designate a data protection officer if required Data Protection Legislation.

7.51 Before allowing any Sub-processor to Process any Personal Data related to this Framework Agreement and any Call-Off Contract, the Agency must:

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7.51.1 notify CCS and/or the Client in writing of the intended Sub-processor and Processing;

7.51.2 obtain the written consent of CCS and/or the Client;

7.51.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in Clauses 7.41 to 7.51 such that they apply to the Sub-processor; and

7.51.4 provide CCS and/or the Client with such information regarding the Sub-processor as CCS and/or the Client may reasonably require.

7.52 The Agency shall remain fully liable for all acts or omissions of any Sub-processor.

7.53 CCS may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to Processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

7.54 The parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. CCS and/or the Client may on not less than 30 Working Days notice to the Agency amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Freedom of Information Act (FOIA)

7.55 The Agency acknowledges that CCS is subject to the requirements of the FOIA and the Environmental Information Regulations, and will assist and co-operate with CCS to enable CCS to comply with its Information disclosure obligations.

7.56 The Agency shall, and will ensure its Sub-Contractors shall:

7.56.1 send all Requests for Information that it receives to CCS as soon as practicable, and within a maximum of 2 Working Days from receipt

7.56.2 provide CCS with a copy of all Information that is relevant to a Request for Information and in its control, possession or power, in the form that CCS requests within five Working Days of the request, and

7.56.3 provide all necessary assistance reasonably requested by CCS to enable it to respond to the Request for Information within the time allowed under section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

7.57 CCS will be responsible for determining in its absolute discretion and notwithstanding any other provision in this Framework Agreement or any other agreement whether Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

7.58 The Agency shall not respond directly to a Request for Information without prior Approval.

7.59 The Agency acknowledges that CCS may, acting in accordance with the Ministry of Justice Codes, be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Agency or the Services without consulting the Agency. However, CCS will take reasonable

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steps to give the Agency advance notice, or failing that, to draw the disclosure to the Agency's attention after any such disclosure.

7.60 The Agency shall ensure that all Information is retained for disclosure in accordance with Clauses 7.1 to 7.10 (Records and Audit Access) and Clauses 7.14 to 7.17 (Media Audit) and will permit CCS to inspect such records as requested.

7.61 The Agency acknowledges that the Commercially Sensitive Information listed in Framework Schedule 7 (Commercially Sensitive Information) is of an indicative nature only and that CCS may be obliged to disclose it in accordance with Clause 7.57.

Cyber essentials scheme condition

7.62 Prior to the execution of the first Call-Off Contract the Agency shall provide CCS with a valid Cyber Essentials Scheme Basic Certificate as a condition for the award of this Framework Agreement.

7.63 Where the Agency continues to Process Cyber Essentials Scheme Data during the Term or the contract period of any Call-Off Contract the Agency shall deliver to CCS evidence of renewal of a valid Cyber Essentials Scheme Basic Certificate on each anniversary of the first applicable certificate obtained by the Agency under Clause 7.62.

7.64 In the event that the Agency fails to comply with Clauses 7.62 or 7.63, CCS reserves the right to terminate this Framework Agreement for material Default.

8. GENERAL GOVERNANCE

Publicity and marketing by CCS

8.1 CCS is entitled to publicise this Framework Agreement in accordance with any legal obligation upon it. This includes any examination of this Framework Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

8.2 CCS may produce marketing materials to promote the Framework Agreement to Clients. To support this, CCS may require the Agency to provide information. It will provide a template for the Agency to complete, together with instructions for completion.

8.3 If the Agency does not complete the template according to these instructions, CCS may exclude the Agency from its marketing materials.

Publicity and marketing by agencies

8.4 If the Agency wishes to publicise its participation in this Framework Agreement, it must obtain Approval from CCS.

8.5 The Agency shall not do anything or cause anything to be done which may damage the reputation of CCS, or bring CCS into disrepute.

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8.6 The Agency shall at all times during the Term on written demand fully indemnify CCS against all losses arising out of any claim or infringement resulting from the Agency's use of CCS or any other Crown logo.

Promoting tax compliance

8.7 Clauses 8.7 to 8.9 apply only if the Charges payable under this Framework Agreement and any and all Call-Off Contracts are or are likely to exceed £5 million during the Term and (if longer) any term of the applicable Call-Off Contract(s).

8.8 If, at any point during the Term and (if longer) any term of the applicable Call-Off Contract(s), an Occasion of Tax Non-Compliance occurs, the Agency shall:

8.8.1 notify CCS in writing within 5 Working Days of its occurrence, and

8.8.2 promptly provide to CCS details of how the Agency is addressing this, along with any mitigating factors the Agency considers relevant and any other information in relation to the Occasion of Tax Non-Compliance that CCS reasonably requires

8.9 If the Agency fails to comply with Clause 8.8, CCS may terminate this Framework Agreement and each Client may terminate their respective Call-Off Contract for material Default.

Value for money

8.10 The Agency acknowledges that CCS wishes to ensure that the Services represent value for money to the taxpayer throughout the Term.

Continuous improvement

8.11 The Agency shall put in place and follow a policy of continuous improvement related to the Services, which aims to:

8.11.1. improve the quality and efficiency of the Services

8.11.2. identify new methods and technologies which could improve the Services, and

8.11.3. monitor quality and cost of the Services.

8.12 CCS reserves the right to view this policy and the record of implementation.

9. FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION

Termination

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

Termination for material Default

9.2 CCS may terminate this Framework Agreement for material Default at any time if:

9.2.1 A Client terminates a Call-Off Contract for the Agency's breach of that Call-Off Contract

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9.2.2 the Agency is in breach of Clause 5.7 to 5.11 (Prevention of Fraud and Bribery)

9.2.3 the Agency is in breach of Clause 5.13 or 5.14 (Conflicts of Interest)

9.2.4 an Audit reveals that the Agency has underpaid Management Charges by an amount equal to or greater than 5% of the amount due in accordance with Clause 7.9 (Records and Audit Access)

9.2.5 the Agency fails to comply with Clauses 7.21 to 7.32 (Confidentiality) and/or a Client terminates a Call-Off Contract for a breach by the Agency of its confidentiality obligations under that Call-Off Contract

9.2.6 the Agency breaches Clause 7.40 (Official Secrets Acts)

9.2.7 the Agency is in breach of Clauses 7.62 to 7.63 (Cyber Essentials Scheme Condition)

9.2.8 where the Parties fail to agree a variation in accordance with Clause 11.2 (Variations to the Framework)

9.2.9 where the Agency fails to comply with all applicable Law in connection with the performance of this Framework Agreement

9.2.10 more than 1 MI Default occurs in any rolling 12 Month period

9.2.11 a Persistent Failure occurs

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

(a) Subject to the Clause 9.2.13 below that deals with Occasions of Tax Non-Compliance, Clause 5.1 (Warranties, Representations and Undertakings)
(b) Clause 5.16 and 5.17 (Framework Agreement Performance)
(c) Clause 6.1 to 6.8 (Management Charge)
(d) Clause 6.9 to 6.15 (Provision of Management Information)
(e) Clause 7.1 to 7.10 (Record Keeping)
(f) Clause 7.41 to 7.54 (Data Protection Act)
(g) Clause 7.55 to 7.61 (Freedom of Information)
(h) Clause 8.7 to 8.9 (Promoting Tax Compliance)

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

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

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

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

Termination for Financial Standing

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

Termination on Insolvency

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

Termination on Change of Control

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

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

Termination on Notice

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

Termination for breach of Regulations

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

Termination for continuing Force Majeure Event

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

Partial Termination

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

Suspension of Agency's appointment

9.12 If CCS believes that a material Default, Persistent Failure or Grave Misconduct has occurred, it may suspend the Framework Agreement with immediate effect.

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9.13 CCS must do so in writing, and set out how long the suspension is for.

9.14 During any suspension period, the Agency is not entitled to enter into any new Order.

9.15 However, suspension does not affect the Agency's obligation to provide Services under any Call-Off Contracts that were established prior to the suspension notice.

Consequences of termination and expiry

9.16 Even if the Agency has received a notice to terminate this Framework Agreement, the Agency shall continue to fulfil its obligations under this Framework Agreement until the date of expiry or termination of this Framework Agreement or such other date as required.

9.17 In particular, termination or expiry of this Framework Agreement will not result in automatic termination of any Call-Off Contracts. The Agency shall also continue to pay any Management Charges due to CCS in relation to such Call-Off Contracts, even if the Framework Agreement has been terminated.

9.18 If CCS terminates the Framework Agreement for material Default and then makes other arrangements for the provision of the Services, CCS is entitled to recover from the Agency the reasonable additional costs incurred in procuring, implementing and operating any alternative Services. CCS will make no further payments to the Agency until CCS has established and recovered the final cost of making those other arrangements

9.19 Within 10 Working Days of the date of termination or expiry of this Framework Agreement, the Agency shall return to CCS any CCS Confidential Information in the Agency's possession or control.

9.20 CCS is entitled to require access to data or information arising from the provision of the Services by the Agency until the latest of 12 Months following termination or expiry of this Framework Agreement, or 3 Months following the date on which the Agency ceases to provide Services under any Call-Off Contract. Such data shall be provided to CCS in a structured format as CCS may reasonably specify.

9.21 The Agency shall comply with any reasonable request made by CCS to co-operate with any Replacement Supplier to ensure a smooth transfer and/or inter-operation, as appropriate, between the provision of the Replacement Services by the Replacement Supplier and the provision of the Services by the Agency.

9.22 Termination or expiry of this Framework Agreement does not affect any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.

Severability

9.23 If any part of the Framework Agreement becomes invalid, illegal or unenforceable, it will be severed from the Framework Agreement and the

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remaining parts of the Framework Agreement or any Call-Off Contract will be unaffected.

9.24 If any fundamental part of this Framework Agreement becomes invalid, CCS and the Agency may agree to remedy the invalidity. If the Parties are not able to do so within 20 working days of becoming aware of the invalidity, the Framework Agreement will be automatically terminated and each Party will be responsible for their own costs arising from the termination of the Framework Agreement.

What happens after termination?

9.25 The following Clauses and Framework Schedules, and all obligations placed on the Agency through them, remain in force after termination or expiry of this Framework Agreement:

9.25.1 Section 2 (Services Offered)

9.25.2 Section 3 (How Services will be bought)

9.25.3 Clauses 4.2 to 4.5 (Scope of Framework Agreement)

9.25.4 Clauses 5.1 (Warranties, Representations and Undertakings) and 5.7 to 5.12 (Prevention of Bribery and Corruption)

9.25.5 Clauses 6.9 to 6.15 (Provision of Management Information) and 6.1 to 6.8 (Management Charge)

9.25.6 Clauses 7.1 (Record Keeping), 7.21 to 7.33 (Confidentiality), 7.34 to 7.39 (Transparency), 7.40 (Official Secrets Acts), 7.41 to 7.54 (Data Protection Act) and 7.55 to 7.61 (Freedom of Information).

9.25.7 Clause 8.10 (Value for Money)

9.25.8 Clause 9.25 (What happens after termination)

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

9.25.10 Section 14 (Rights of Third Parties)

9.25.11 Clauses 15.1 to 15.2 (Waiver and Cumulative Remedies) and 15.7 (Law and Jurisdiction) and;

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

10. INSURANCE AND LIABILITY

Liability

10.1 Neither Party excludes or limits its liability for:

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

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

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

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

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

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

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

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

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

10.4.1 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect); and/or

10.4.2 any indirect, special or consequential loss or damage.

10.5 Subject to Clause 10.2, the Agency shall be liable for the following types of direct loss, damage, cost or expense (without in any way, limiting other categories of loss, damage, cost or expense which may be recoverable by CCS), all of which are recoverable by CCS:

10.5.1 the additional operational and/or administrative costs and expenses arising from any material Default

10.5.2 any Management Charge or Default Management Charge which are due and payable to CCS

10.5.3 any wasted expenditure or charges

10.5.4 any compensation or interest paid to a third party by CCS

10.5.5 the additional cost of procuring, implementing and operating any alternative or replacement services to the Services, and

10.5.6 any regulatory losses, fines, expenses or other losses arising from a breach by the Agency of any Laws.

10.6 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising under this Framework Agreement.

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10.7 For the avoidance of doubt, the Parties acknowledge and agree that Clause 10.1 and 10.5 shall not limit the Agency's liability to a Client under any Call-Off Contract and the Agency's liability under a Call-Off Contract shall be as provided for in that Call-Off Contract only.

Insurance

10.8 The Agency shall hold and maintain the following insurances in relation to the performance of its obligations under this Framework Agreement and any Call-Off Contract:

10.8.1 public liability insurance to cover all risks in the performance of this Framework Agreement and any Call-Off Contract, with a minimum limit of £1 million for each individual claim

10.8.2 employers' liability insurance with a minimum limit of indemnity as required by Law

10.8.3 professional indemnity insurance adequate to cover all risks in the performance of this Framework Agreement and any Call-Off Contract with a minimum limit of indemnity of £5 million for each individual claim.

10.9 Clients are entitled to require the Agency to put in place a higher limit of indemnity and/or such other insurances as are relevant to their requirements under a Call-Off Contract. Such additional insurance requirements must be specified included in the relevant Brief.

10.10 The insurances referred to in Clause 10.8 must be maintained with a reputable insurance company, on terms that are no less favourable to those generally available to a prudent Agency in respect of risks insured in the international insurance market.

10.11 The Agency is solely responsible for paying any excess or deductibles under the insurances referred to in Clause 10.8.

10.12 The terms of any insurance or the amount of cover do not relieve the Agency of any liabilities arising under this Framework Agreement or any Call-Off Contract.

10.13 The Agency shall provide CCS on request with copies of all insurance policies referred to in Clause 10.8 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

10.14 If the Agency fails to maintain the insurances required by this Framework Agreement, then CCS may make alternative arrangements to protect its interests. It may recover the premium and other costs of such arrangements as a debt due from the Agency.

10.15 The Agency shall maintain the insurances referred to in Clause 10.8 in full effect from the Appointment Date until 6 Years after the expiration or earlier termination of this Framework Agreement (or such longer term as CCS requires). The Agency shall use its reasonable endeavours to ensure that it

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does not by its acts or omissions cause any insurance policy to be invalidated or voided.

Force majeure

10.16 A "**Force Majeure Event**" means anything affecting either Party's performance of their obligations arising from any of the following:

10.16.1 acts, events, omissions, happenings or non--happenings beyond the reasonable control of the affected Party

10.16.2 riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare

10.16.3 fire, flood, any disaster and any failure or shortage of power or fuel

10.16.4 an industrial dispute affecting a third party for which a substitute third party is not reasonably available

10.17 The following do not constitute a Force Majeure Event:

10.17.1 any industrial dispute relating to the Agency, its staff, or any other failure in the Agency's (or a subcontractor's) supply chain

10.17.2 any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned.

10.18 If a Force Majeure Event continues for 60 Working Days, the Party not affected by the Force Majeure Event can suspend or terminate this Framework Agreement. They must do so in writing, and state the date from which the suspension or termination will come into effect.

11. VARIATIONS TO THIS FRAMEWORK AGREEMENT

11.1 Subject to Clause 11.3 and Framework Schedule 3 (Charging Structure), this Framework Agreement can only be varied if:

11.1.1 CCS notifies the Agency in writing that it wishes to vary the terms of this Framework Agreement and provides the Agency with full written details of any such proposed change by completing, signing and sending the Variation Form as set out in Framework Schedule 10 (Variation Form), and

11.1.2 the completed Variation Form is signed by CCS Representative and the Agency Representative.

11.2 If no variation agreement is reached within 30 Working Days of CCS notifying the Agency that it wishes to vary the terms, CCS may give written notice to the Agency that either:

11.2.1 the Parties will continue to perform their obligations under this Framework Agreement without the variation, or

11.2.2 the Framework Agreement will be terminated with immediate effect.

Legislative Change

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11.3 The Agency shall neither be relieved of its obligations under this Framework Agreement nor entitled to increase the Fees as the result of:

11.3.1 a General Change in Law, or

11.3.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is known at the Appointment Date.

11.4 If a Specific Change in Law occurs or will occur during the Term (other than those referred to in Clause 11.3.2), the Agency shall notify CCS of the likely effects of that change, including whether any change is required to the Services, the Fees or this Framework Agreement.

11.5 As soon as practicable after any notification in accordance with Clause 11.4, the Parties will discuss and agree the matters referred to in that Clause and any ways in which the Agency can mitigate the effect of the Specific Change of Law, and the Agency shall:

11.5.1 provide evidence that the Agency has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors

11.5.2 demonstrate that the Agency had taken into account a foreseeable Specific Change in Law before it occurred, and/or

11.5.3 give evidence about how the Specific Change in Law has affected the cost of providing the Services.

11.6 Any increase in the Fees, or relief from the Agency's obligations agreed by the Parties following discussions under Clause 11.5, will be implemented by a written variation agreement signed by CCS Representative and the Agency's Representative. The variation agreement will only apply to Call-Off Contracts signed after the date of the increase.

12. TRANSFER AND SUB-CONTRACTING

Transfer

12.1 This Framework Agreement is between CCS and the Agency only. The Agency is not allowed to assign, novate or otherwise dispose of any rights and obligations under this Framework Agreement without the prior Approval of CCS.

12.2 CCS may:

12.2.1 assign, novate or otherwise dispose of its rights and obligations under this Framework Agreement to any other Client or

12.2.2 novate this Framework Agreement to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by CCS, provided that such assignment, novation or disposals shall not increase the burden of the Agency's obligations under this Framework Agreement.

12.3 The Agency shall enter into such agreement and/or deed as CCS reasonably requires to give effect to any such assignment, novation or disposal.

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Sub-contracting

12.4 Notwithstanding the provisions of Clause 12.1, the Agency is entitled to sub-contract its obligations to supply the Services. The Agency shall ensure that terms are included in any Sub-Contract which require the Agency to pay any undisputed sum due to the relevant Sub-Contractors within 30 calendar days of receiving the Sub-Contractor's invoice.

12.5 The Agency shall put in place and maintain throughout the Term robust systems and procedures for the management of Sub-Contractors utilised by the Agency in relation to the Framework Agreement. It is responsible for ensuring that the work carried out by such Sub-Contractor is delivered in the manner and to the standard required by this Framework Agreement and any Call-Off Contract. The Agency's management systems must include effective monitoring of service delivery and price management.

12.6 The Agency may not substitute or remove a Key Sub-Contractor or appoint an additional Key Sub-Contractor without the prior Approval of CCS. CCS will not unreasonably withhold or delay such Approval.

12.7 The Agency shall obtain CCS or Client's written approval before commissioning services from (a) any member of the Agency Group, or (b) any business or service in which the Agency otherwise has a financial interest.

12.8 The Agency shall, at CCS/Client's request, provide CCS/Client (or CCS/Client's Auditors) with full complete copies of all Sub-Contracts on which media is placed on their behalf. The Agency shall not agree to any confidentiality obligations with Sub-Contractors that might restrict the Client's access to such Sub-Contractors.

12.9 Even when using Sub-Contractors, the Agency remains responsible for the provision of the Services at all times. The Agency is also responsible for all acts and omissions of its Sub-Contractors, and the acts and omissions of those employed or engaged by the Sub-Contractors, as if they were its own. Any obligation on the Agency under this Framework Agreement applies equally to its Sub-Contractors.

12.10 The Agency will not enter into (whether directly or indirectly) any agreement or other arrangement with any other party (including any Sub-Contractor or member of the Agency Group) which restricts or prevents the Agency from fully complying with the terms of this Framework Agreement and Call-Off Contracts, including in relation to the provision of Records to CCS and/or Clients and/or which prevents the Agency from disclosing to CCS any financial or other benefit arising under or in connection with a Sub-Contractor (as provided under Section 7)).

12.11 The Agency shall use reasonable care and skill in the selection and appointment of actual or potential Sub-Contractors.

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12.12 The Agency will at all times act in the best interests of CCS and Clients when negotiating and agreeing contracts with Sub-Contractors.

12.13 CCS may require the Agency to terminate a Sub-Contract if it considers that:

12.13.1 the Sub-Contractor may prejudice the provision of the Services or may be acting contrary to the interests of CCS

12.13.2 the Sub-Contractor is considered to be unreliable and/or has not provided reasonable services to its other customers, and/or

12.13.3 the Sub-Contractor employs unfit persons.

12.14 CCS requires the Agency to terminate a Sub-Contract under Clause 12.13, the Agency remains responsible for maintaining the provision of the Services.

Agency Group

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

13. NOT USED

14. RIGHTS OF THIRD PARTIES

14.1 The provisions of Section 3 (How Services will be bought (Call-Off Process)), Clause 5.1 (Warranties and Representations), Clause 7.21 to 7.33 (Confidentiality), Clause 9.25 (What happens after Termination), Clause 10.8 to 10.15 (Insurance) and Clause 9.23 to 9.24 (Severability) confer benefits on persons named in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999.

14.2 Subject to Clause 14.1, a person who is not Party to this Framework Agreement (a "**Third Party**") has no right to enforce any term of this Framework Agreement under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

14.3 Each Client may, with Approval, enforce as a Third Party Beneficiary:

14.3.1 any of the provisions specified in Clause 14.1 insofar as they are for the benefit of the Client, and

14.3.2 any other term of this Framework Agreement which is for the benefit of the Client.

14.4 CCS may act as agent and trustee for each Client and:

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14.4.1 enforce on behalf of that Client any Clause or term that is referred to in Clause 14.1

14.4.2 and/or recover any loss, damage or liability suffered by that Client in connection with a breach of any such Clause or term.

14.5 No consent of any Third Party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of this Framework Agreement or any one or more Clauses of it.

15. OTHER PROVISIONS

Waiver and cumulative remedies

15.1 The rights and remedies under this Framework Agreement may be waived only by notice in accordance with Clause 15.8 (Notices). Such notice must expressly state that a waiver is intended. A failure or a delay by a Party in exercising a right or remedy provided under this Framework Agreement or by Law does not constitute a waiver of that right or remedy, nor does it prevent or restrict the further exercise of that right or remedy.

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

Relationship to the parties

15.3 Nothing in this Framework Agreement is intended to create a partnership, or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other Party. Neither Party shall have authority to make representations, act in the name of, or on behalf of, or otherwise to bind the other Party.

Further assurances

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

Entire agreement

15.5 This Framework Agreement is the entire agreement between the Parties. In entering this Framework Agreement, each Party relies entirely on the undertakings made within it.

Framework agreement management

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

Law and jurisdiction

15.7 This Framework Agreement, any Call-Off Contract and any non-contractual obligations associated with these will be governed by the Laws of England and

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Wales and the Parties will adhere to the jurisdiction of the courts of England and Wales.

Notices

15.8 Notices may be served under this Framework Agreement in person, 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 (eg 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

15.9 The following addresses are to be used for delivering Notices:

Crown Commercial Service

9th Floor

The Capital

Old Hall Street

Liverpool

L3 9PP

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

Tel: 0345 410 2222

Email: MediaBuying@crowncommercial.gov.uk

OMD Group Ltd

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Address: [REDACTED]

For the attention of: [REDACTED]

Tel: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

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

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

16. INTELLECTUAL PROPERTY RIGHT AND INDEMNITY

16.1 Other than as set out in this Framework Agreement or any Call-Off Contract, neither CCS, a Client nor the Agency shall acquire any right, title or interest in the other's Intellectual Property Rights (IPR).

16.2 Where either Party acquires by law, title to IPR that is inconsistent with the allocation of title set out in Clause 16.1, it shall assign in writing such IPR as it has acquired to the other party on request.

16.3 The Agency shall ensure and procure that the availability, provision and use of the Services and the performance of the Agency's obligations under this Framework Agreement shall not infringe any IPR or any third party.

16.4 The Agency warrants that it owns, or has obtained, valid licences for all IPR that are necessary to perform its obligations under this Framework Agreement and any Call-Off Contract, other than any IPR provided to it by the Client. The Agency shall maintain these licences in full during the Term of this Framework Agreement and the term of all Call-Off Contracts.

16.5 The Agency shall not use CCS', any Client or any Government name, logos or trademarks on any of its products or services without Approval.

16.6 During and after the Term of this Framework Agreement, the Agency shall indemnify, and keep indemnified, CCS in full from and against all claims, demands and other losses and any other liabilities in respect of any infringement of any Intellectual Property Right related to its provision of Services.

16.7 If CCS receives any notice of any claim for which it appears that CCS is, or may become, entitled to indemnification under this Framework Agreement or any Call-Off Contract (a "**Claim**"), CCS shall give notice in writing to the Agency as soon as reasonably practicable and in any event within 10 Working Days of receipt of the same.

16.8 Subject to Clause 16.7, on the giving of a notice by CCS, where it appears that CCS is or may be entitled to indemnification from the Agency in respect of all (but not part only) of the liability arising out of the Claim, the Agency shall (subject to providing CCS with a secured indemnity to its reasonable satisfaction against all costs and expenses that it may incur by reason of such action) be

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entitled to dispute the Claim in the name of CCS at the Agency's own expense and take conduct of any defence, dispute, compromise or appeal of the Claim and of any incidental negotiations relating to the Claim. If the Agency does elect to conduct the Claim, CCS shall give the Agency all reasonable cooperation, access and assistance for the purposes of such Claim, and CCS shall not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Agency.

16.9 With respect to any Claim conducted by the Agency pursuant to Clause 16.8:

16.9.1 the Agency shall keep CCS fully informed and consult with it about material elements of the conduct of the Claim;

16.9.2 the Agency shall not bring the name of CCS into disrepute;

16.9.3 the Agency shall not pay or settle such Claim without the prior written consent of CCS, such consent not to be unreasonably withheld or delayed; and

16.9.4 the Agency shall conduct the Claim with all due diligence.

16.10 CCS shall be entitled to have conduct of the Claim and shall be free to pay or settle any Claim on such terms as it thinks fit and without prejudice to its rights and remedies under this Framework Agreement or any Call-Off Contract if:

16.10.1 the Agency is not entitled to take conduct of the Claim in accordance with Clause 16.8;

16.10.2 the Agency fails to notify CCS in writing of its intention to take conduct of the relevant Claim within 10 Working Days of the notice from CCS or if the Agency notifies CCS in writing that it does not intend to take conduct of the Claim; or

16.10.3 the Agency fails to comply in any material respect with the provisions of Clause 16.9.

16.11 If the Agency pays to CCS an amount in respect of an indemnity and CCS subsequently recovers (whether by payment, discount, credit, saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the Claim, CCS shall forthwith repay to the Agency whichever the lesser is of:

16.11.1 an amount equal to the sum recovered (or the value of the discount, credit, saving, relief, other benefit or amount otherwise obtained) less any out-of-pocket costs and expenses properly incurred by CCS in recovering or obtaining the same; and

16.11.2 the amount paid to CCS by the Agency in respect of the Claim under the relevant indemnity.

17. COMPLAINTS HANDLING AND RESOLUTION

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17.1 If either Party receives a Complaint from a Client which it cannot resolve within 5 Working Days, it must notify the other Party. If the Agency has received the complaint, it must provide in the notice full details of the Agency's plans to resolve the Complaint.

17.2 The Agency shall work to resolve the Complaint within 10 Working Days.

17.3 At the request of CCS or the Client, the Agency shall, within 2 working days, provide CCS or the Client with full details of a Complaint, including details of steps taken to resolve it.

Dispute resolution

17.4 If any dispute arises between the Parties in connection with this Framework Agreement, they must try to settle it within 20 Working Days of either Party notifying the other of the dispute. This should include escalating the dispute to CCS Representative and the Agency Representative if necessary.

17.5 Nothing in this dispute resolution procedure will prevent the Parties from seeking an interim court order restraining the other Party from doing any act or compelling the other Party to do any act.

17.6 The obligations of the Parties under this Framework Agreement will not be suspended, cease or be delayed during a dispute.

17.7 If the dispute cannot be resolved by the Parties within 20 Working Days, they must refer it to mediation, unless CCS considers that the dispute is not suitable for resolution by mediation.

17.8 If a dispute is referred to mediation, the Parties must:

17.8.1 appoint a neutral adviser or mediator (the "Mediator"). Ideally, Parties will agree on this appointment, but if they are unable to agree upon a Mediator within 10 Working Days of the proposal to appoint a mediator, or the chosen Mediator is unable or unwilling to act, either Party must apply to the Centre for Effective Dispute Resolution to appoint a Mediator

17.8.2 meet with the Mediator within 10 Working Days of the appointment, to agree how negotiations will take place and relevant information will be exchanged.

17.9 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

17.10 If the Parties reach a resolution, a written agreement will be produced for both Parties to sign. Once signed, this agreement will be binding on both Parties.

17.11 If the Parties fail to reach a resolution, either Party may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion will be provided without prejudice and cannot be used in evidence in any proceedings relating to this Framework Agreement without the prior written consent of both Parties.

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17.12 If the Parties fail to reach a resolution within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then the dispute may be referred to arbitration, unless CCS considers that it is not suitable for resolution by arbitration.

17.13 If a dispute is referred to arbitration, the Parties must comply with the following provisions:

17.13.1 the arbitration will be governed by the provisions of the Arbitration Act 1996

17.13.2 the London Court of International Arbitration (LCIA) procedural rules will apply, and are deemed to be incorporated into this Framework Agreement (although if there is any conflict between those rules and this Framework Agreement, this Framework Agreement will prevail)

17.13.3 the decision of the arbitrator shall be binding on the Parties (in the absence of any material failure by the arbitrator to comply with the LCIA procedural rules)

17.13.4 the tribunal shall consist of a sole arbitrator to be agreed by the Parties

17.13.5 if the Parties fail to agree on the appointment of the arbitrator within 10 Working Days or, if the person appointed is unable or unwilling to act, LCIA will appoint an arbitrator, and

17.13.6 the arbitration proceedings shall take place in London.

18. STAFF TRANSFER

18.1 The Parties agree that:

18.1.1 on the Appointment Date there is a relevant transfer for the purposes of the Employment Regulations, and the provisions of Part B of Schedule 11 (Staff Transfer) will apply; and

18.1.2 on the Expiry Date there may be a relevant transfer for the purposes of the Employment Regulations and Part D of Schedule 11 (Staff Transfer) will apply.

19. BUSINESS CONTINUITY AND DISASTER RECOVERY

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

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FRAMEWORK SCHEDULE 1: DEFINITIONS AND INTERPRETATION

1. DEFINED TERMS

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

Account Management	Management of the relationship The overarching management, both day to day and long term of every aspect of the project/campaign/media including, but not limited to, the working relationship between Agency personnel and Client personnel, management of the budget, deliverables under a Call-Off Contract, subcontractors and other Client suppliers.
Acquired Rights Directive	The European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time.
Admin Fees	The costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by CCS under the sub-heading "Submitting monthly management information" at the following link: https://www.gov.uk/guidance/current-crown-commercial-service-suppliers-what-you-need-to-know.
Advertising Regulation	Any present or future applicable code of practice or adjudication of the Committee of Advertising Practice or the Advertising Standards Authority and includes any applicable modification, extension or replacement thereof in force from time to time, together with other UK laws, statutes and regulations which are directly applicable to the Services.
Agency Confidential Information	Any information that the Agency gives to CCS or to Clients that is designated as being confidential, or which ought reasonably be considered to be confidential (whether or not it is marked "confidential"). This may include information,

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	however it is conveyed, that relates to the Agency's business, affairs, developments, trade secrets, Know-How, personnel and suppliers including all IPRs.
Agency Group	The Agency and any other company which from time to time directly or indirectly Controls, or is Controlled by, the Agency, or is under the same direct or indirect common Control as the Agency, including: a) any affiliated or associated companies of the Agency including any companies with which the Agency has a joint venture; b) any trading arm used by the Agency; c) any buying club of which the Agency is a member (whether directly or indirectly); and d) any Sub-contractor of the Agency or any other entity providing services directly or indirectly to the Agency, where such company is directly and/or indirectly in receipt of: a) all or part of any sums paid or payable by CCS and/or any Client; and/or b) goods, services or other benefits in kind including AVBs obtained or accrued in lieu of any sums paid or payable or due to be so; and/or c) any other equivalent benefit, each as arising in connection with the Framework Agreement and/or any Call-Off Contract. This does not include Media Owners.
Agency Pitch	Agency Pitch means the Agency Pitch at Schedule 9. This was submitted by the Agency when bidding for the . Tender which resulted in the award to the Agency
Agency Representative	The representative appointed by the Agency in relation to this Framework Agreement.
Agency Staff	All persons employed by the Agency, together with the Agency's agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents and suppliers) used in

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	the performance of the Agency's obligations under this Framework Agreement or any Call-Off Contract.
Appointment Date	The date set out in Section 1.
Approval	The prior written consent of CCS.
ASBOF	The Advertising Standards Board of Finance and any successor body.
ASBOF Charge	The charge paid directly to ASBOF by the Agency representing 0.1% of the Net Media Value (for the avoidance of doubt before AVBs and excluding all commission and other fees) of all non-broadcast advertising in the UK (including for the avoidance of doubt outdoor, cinema and press display advertising, the postage cost of direct mailings and internet advertising in paid for space) invoiced to a Client by the Agency each Month pursuant to a Call-Off Contract entered into under the terms of this Framework Agreement.
Audit	An audit carried out under Clause 7.1 to 7.15 (Record Keeping, Confidentiality and Transparency).
Audit Report	A report summarising the testing completed and the actions arising following an Audit.
Auditors	As defined in Clauses 7.4 and 7.13.
Agency Volume Bonus or **AVB**	Any rebate, volume discount or compensation from a Media Owner and/or ad tech supplier for the purchasing of a specified volume of media or from any other media buys, including any and all third party payments; volume or other discounts; commissions; compensation, refunds or bonuses; bonus inventory, free or discounted media, sponsorship or promotional space; barter deals; Services not provided at true market value; service fees arising under service level agreements where no services are actually provided or any other source of financial or other benefit receivable from third parties, (including Media Owners) by the Agency or Agency Group which are either directly or indirectly related to:

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

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	Call-Off Terms, any Briefs and any other documents expressly incorporated into that document in accordance with its terms.
Call-Off Process	The Process for awarding a Call-Off Contract set out in Section 3 (How Services will be bought (Call-Off Process).
Call-Off Terms	The terms and conditions in Part 2 of Framework Schedule 4B (Letter of Appointment and Call-Off Terms).
CCS Cause	Any breach of the Framework Agreement by CCS, for which CCS is liable to the Agency. This includes, but is not limited to breach of a fundamental term, omission, misrepresentation, negligence or negligent statement in relation to this Framework Agreement.
CCS Confidential Information	All CCS Personal Data and any information however it is conveyed that relates to the business, affairs, developments, trade secrets, Know-How, IPR, personnel and suppliers of CCS and/or Clients that is designated as being confidential, or which ought reasonably be considered to be confidential (whether or not it is marked "confidential").
CCS Personal Data	Any personal data supplied by CCS to the Agency in connection with this Framework Agreement. "**Personal data**" Has the same meaning as set out in the GDPR.
CCS Representative	The representative appointed by CCS in relation to this Framework Agreement.
Central Government Body	A body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Agency.
Change in Law	Any change in Law which comes into force after the Appointment Date and impacts, or might impact, the

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	supply of the Services and ability to meet the Call-Off Terms.
Change of Control	A change in the ownership or control of an Agency, as defined in section 450 of the Corporation Tax Act 2010.
Charges	The charges payable to the Agency by a Client under any Call-Off Contract in consideration of the full and proper performance by the Agency of the Agency's obligations under the Call-Off Contract calculated in a manner that is consistent with the Charging Structure as set out in Framework Schedule 3 (Charging Structure). This includes Net Media Value + Commission + ASBOF/BASBOF Charge.
Charging Structure	The way Charges are to be calculated for each Call-Off Contract. The structure is set out in Framework Schedule 3 (Charging Structure).
Client	The bodies listed in the OJEU Notice who can make an Order and enter into a Call-Off Contract under this Framework Agreement along with GCS or such other successor shared resource, department, function or part of the Government carry on equivalent functions and services as GCS from time to time.
Client AVBs	A pro rated share of the total AVBs in a given year, calculated based on the proportion of expenditure of the Client's total Media Placements placed via the Agency or Agency Group with each Media Owner compared as against the total combined expenditure by the Agency or Agency Group with the relevant Media Owners or other third party.
Commercially Sensitive Information	Information listed in Framework Schedule 7 which: a) relates to the Agency, its IPR or its business or information which the Agency has indicated to CCS that, if disclosed by CCS, would cause the Agency significant commercial disadvantage or material financial loss; and/or b) that constitutes a trade secret.

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

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Controller	Has the same meaning as set out in the GDPR.
Control	As defined in sections 1124 and 450 of the Corporation Tax Act 2010.
CPM or **Cost Per Mille**	A measurement of the cost of media needed to generate a million views of an advertisement calculated by dividing the cost of an advertising placement by the number of impressions (expressed in millions) that it generates.
CPT or **Cost Per Thousand**	A measurement of the cost of media needed to generate a thousand views of an advertisement calculated by dividing the cost of an advertising placement by the number of impressions (expressed in thousands) that it generates.
Cross-Border Transactions	Subject to the conditions set up in the local VAT/GST Legislation and/or the exact nature of the services provided, foreign VAT/GST may be charged by local Media Vendors or the Local Agency. However, usually, for a typical provision of media services, the zero-rated VAT/GST treatment would be subject to conditions such as (i) implementation of a Services Agreement; (ii) issuance of a valid invoice; (iii) contractual/effective recipient is established outside the country of the supplier.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf.
Cyber Essentials Scheme	The Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats. Details of the Cyber Essentials Scheme can be found here:

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	https://www.gov.uk/government/publications/cyber-essentials-scheme-overview.
Cyber Essentials Scheme Basic Certificate	The certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance.
Cyber Essentials Scheme Data	Sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme.
Cyber Essentials Scheme Plus Certificate	The certification awarded on the basis of external testing by an independent certification body of the Agency's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the Agency under this Framework Agreement and/or any Call-Off Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Framework Agreement and/or any Call-Off Contract, including any Personal Data Breach.
Data Protection Impact Assessment	An assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
Data Protection Legislation	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iiii) all applicable Law about the processing of personal data and privacy.
Data Protection Officer	Has the same meaning as set out in the GDPR.
Data Subject	Has the same meaning as set out in the GDPR.
Data Subject Access Request	A request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

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Default Management Charge	Has the meaning as set out in clause 6.34.
Default	Any breach of the Framework Agreement by the Agency, for which the Agency is liable to CCS. This includes, but is not limited to, breach of a fundamental term, omission, misrepresentation, negligence or negligent statement in relation to this Framework Agreement or the subject matter of this Framework Agreement.
Digital Media Placement	All Media Placements in digital media including but not limited to display, video, mobile and social media.
Direct AVBs	Any accrued AVBs that directly relate to Media Placements purchased by the Client.
Dispute Resolution Procedure	The procedure set out at Clauses 17.4 to 17.13.
DOTAS	The Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under powers contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992.
DPA 2018	Data Protection Act 2018
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations implementing the Acquired Rights Directive.
Environmental Information Regulations	The Environmental Information Regulations 2004 together with any related guidance and/or codes of practice issued by the Information Commissioner or relevant Government department.

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Expenses	Reasonable travelling, hotel, subsistence and other expenses incurred by the Agency in connection with the supply of Services under a Call-Off Contract, provided that such Expenses have either received the Client's prior approval or are in accordance with any expenses policies which have been supplied to the Agency and set out in the agreed Brief.
Fees	the Agency fees (including, where applicable, the Commission and the incentive as set forth in paragraph 1.2 of Schedule 3 of the Agreement) to be payable by a Client for the Services to be provided under the Call-Off-Contract(s) calculated in a manner that is consistent with the Charging Structure as set out in Framework Schedule 3 (Charging Structure).and as may be amended by the parties from time to time in accordance with this Framework Agreement or any relevant Call-Off-Contract.
FOIA	The Freedom of Information Act 2000 and any subordinate legislation made under that Act together with any related guidance and/or codes of practice issued by the Information Commissioner or relevant Government department.
Force Majeure Event	Defined in Clause 10.16.
Framework Agencies	The agencies (including the Agency) appointed by CCS to supply the Services on the same or similar terms to this Framework Agreement.
Framework Agreement	This agreement, including the Clauses, Framework Schedules and any annexes to them.
Framework Guarantee	A deed of guarantee in favour of CCS in the form set out in Framework Schedule 9 (Guarantee).
Framework Guarantor	The person, acceptable to CCS, who provides a Framework Guarantee.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown.

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FX	Foreign currency exchange rate.
GCS	the central function for government communications at the Cabinet Office or such other body carrying out the same or similar functions from time to time
GDPR	The General Data Protection Regulation (Regulation (EU) 2016/679)
General Anti-Abuse Rule	The legislation in Part 5 of the Finance Act 2013, and any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.
General Change in Law	A Change in Law of a general nature. This includes changes to taxation or duties of any sort affecting the Agency or which affect or relate to a Comparable Supply.
Good Industry Practice	Standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector.
Government	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf.
Grave Misconduct	An act of grave professional misconduct within Regulation 57(8)(c) of the Public Contracts Regulations 2015. This could mean: a) poor performance or serious or persistent breaches which have led to the early termination of a contract between the Crown or any Client and the Agency, or b) poor performance or a serious breach or breaches which are the subject of proceedings concerning a contract between the Crown or any Client and the Agency, or

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	c) serious financial irregularities on the part of the Agency (within any legal jurisdiction), or d) misconduct which would be regarded as serious by any Regulatory Body.
Implementation Period	The time period between the Appointment Date and the Launch Date.
Implementation Services	The transition, implementation and related services described in Framework Schedule RM6003 and the relevant Briefs which shall be completed by the Agency by the Launch Date.
Improvement Notice	A notice issued by CCS to the Agency detailing how the Agency shall improve the provision of the Services.
Improvement Plan	A plan required by CCS from the Agency which shall detail how the Agency will improve the provision of the Services.
Information	Where used with a capital I, it has the meaning given under section 84 of the Freedom of Information Act 2000.
Insolvency Event	Means, in respect of the Agency [or Framework Guarantor (as applicable)]: a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986; or b) a winding-up resolution is considered or passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

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	f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or h) where the Agency is an individual or partnership, any event analogous to these listed in this definition occurs in relation to that individual or partnership; or i) any event analogous to these listed in this definition occurs under the law of any other jurisdiction.
Intellectual Property Rights or **IPR**	These mean: a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise), Know-How, trade secrets and moral rights and other similar rights or obligations b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction, and c) all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction (including the United Kingdom) and the right to sue for passing off.
Inventory Media	This means media acquired by the Agency at its own cost and/or risk without purchase authorisation from a specific client.
Invitation to Tender	The invitation to tender for this Framework Agreement issued by CCS on 14/02/2018.
Key Performance Indicators or **KPIs**	The performance measurements set out in Section 2 (Services offered).
Key Sub-Contractor	Any Sub-Contractor which is listed in Framework Schedule 2 (Key Sub-Contractor) or, in the opinion of CCS, performs (or would perform is appointed) a

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	critical role in the provision of all or any part of the Services.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the Agency's or CCS's possession before the Appointment Date.
KPI Targets	The acceptable performance levels for each KPI set out in Clause 2.17. (Services offered).
Launch Date	7th November 2018
Law	• Any Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body; • All Advertising Regulations; and • Any policies introduced by CCS (or other government body or department) due to regulatory, legal or industry code requirements that are relevant to the Services.
LED	Law Enforcement Directive (Directive (EU) 2016/680)
Letter of Appointment	A letter in, or substantially in, the form set out in Part 1 of Framework Schedule 4B (Letter of Appointment and Call-Off Terms) to be used by Clients to order Services.
Local Agency	The agency organisation/ team which is part of the agency group, based in a country other than the UK.
Local Client	The client organisation/ team based in a country other than the UK who form part of a UK client organisation buying media through the framework.
Losses	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement,

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	interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise.
Management Charge	The sum payable by the Agency to CCS on all Charges for the Services invoiced to Clients (net of VAT) in each Month throughout the Term and thereafter until the expiry or earlier termination of all Call-Off Contracts entered into pursuant to this Framework Agreement. The Management Charge will apply in the following way: a) All Charges for Services invoiced to Clients in respect of a Call-off-Contract will be charged at 1%. This charge is in consideration of the management and administration of this Framework Agreement. The Agency shall not pass this charge through to the Client. b) All Charges for Services invoiced to Clients who are Central Government Bodies will be charged at an additional 1%. This charge is payable by the Client to the Agency on behalf of CCS. CCS will collect this 1% charge on behalf of GCS. Agencies should add this charge to their charges for all Services invoiced to Clients.
Management Information	The management information specified in Framework Schedule 5 (MI Reporting Template).
Media Audit	An audit undertaken to determine: (a) whether the expenditure incurred by the Agency on behalf of a Client has been properly incurred in accordance with the terms of this Framework Agreement and the appropriate Call-Off Contract; and (b) whether such expenditure accurately represents the Media Value (as that term is defined in Schedule 2 (Services and Key Performance Indicators) for the relevant media channel at the time when such expenditure was incurred.
Media Owner	Any third party with whom the Agency or Agency Group contracts or places an order either directly or

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	indirectly for the purchase of Media Placements, including any member of the Media Owner Group.
Media Owner Group	Any Media Owner and any holding company of the Media Owner (and any holding companies or subsidiary companies of such holding company) and any subsidiary company of the Media Owner (together with any holding companies or subsidiary companies of such subsidiary) where "holding company" and "subsidiary company" shall have the meaning given in s1159 Companies Act 2006), including: - any affiliated or associated companies of the Media Owner including any companies with which the Media Owner has a joint venture; - any trading arm used by the Media Owner; and - any sub-contractor or agency of the Media Owner or any other entity providing services directly or indirectly to the Media Owner.
Media Placement	The advertising, sponsorship or promotional space and/or time in a publication, broadcast stream, press insert, transmission, VOD, website or any other on or off-line platform which is purchased either directly or indirectly from third parties by the Agency or Agency Group in connection with the provision of Services and all clicks howsoever purchased.
MI Default	An Agency is deemed to be in MI Default if it either: a) has 2 consecutive MI Failures, or b) has 2 MI Failures in any rolling 6 Month period.
MI Failure	If any of the following occur, CCS can treat it as an "MI Failure": a) there are material omissions or errors in the Agency's MI Report; b) the Agency uses the wrong template for the MI Report c) the Agency's MI Report including any nil return is late.
MI Report	A monthly report from the Agency to CCS containing Management Information, submitted in accordance with Section 6 (Management Information and management charges).

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MI Reporting Template	The form of report set out Framework Schedule 5 (MI Reporting Template) setting out certain Management Information the Agency is required to supply to CCS.
Ministry of Justice Codes	The Ministry of Justice Codes of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA issued under sections 45 and 46 of the FOIA as amended.
Ministry of Justice Guidance	Ministry of Justice Guidance in relation to section 9 of the Bribery Act 2010. It is available at http://www.justice.gov.uk/guidance/docs/bribery-act-2010-guidance.pdf.
MISO	'Management Information System Online', an online portal located at https://miso.ccs.cabinetoffice.gov.uk provided by CCS for collection and receipt of Management Information.
Month	An entire calendar month. "**Monthly**" shall be interpreted accordingly.
Net Media Value	The cost invoiced by Media Owners in respect of Media Placements net of all discounts AVBs and standard agency Commission and other fees.
Occasion of Tax Non-Compliance	This is where any tax return of the Agency submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: a) a Relevant Tax Authority successfully challenging the Agency under the General Anti-Abuse Rule or the Halifax abuse principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax abuse principle, or b) the failure of an avoidance scheme which the Agency was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the Disclosure of Tax Avoidance Schemes (DOTAS) or any equivalent or similar regime in any jurisdiction; and/or c) any tax return of the Agency submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a

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	criminal conviction in any jurisdiction for tax related offences which is not spent at the Appointment Date or to a civil penalty for fraud or evasion.
OJEU Notice	The advertisement for this procurement issued in the Official Journal of the European Union with the number 2018/S 031-067788.
Open Book Data	Complete and accurate financial and non-financial information which is sufficient to enable CCS to verify the Charges already paid or payable and Charges forecast to be paid during the Term and term of any Call -Off Contracts, including details and all assumptions relating to: a) the Agency's costs broken down against each Service and/or deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Services; b) operating expenditure relating to the provision of the Services including an analysis showing: c) the unit costs and quantity any consumables and bought-in goods and services; d) manpower resources broken down into the number and grade/role of all Agency personnel (free of any contingency) together with a list of agreed rates against each manpower grade; and e) a list of costs underpinning those rates for each manpower grade, being the agreed rate less the Agency profit margin.
Order	An order from a Client to an Agency for the provision of Services, placed in accordance with the Call-Off Process.
Over Delivery	The Agency has exceeded the Performance Guarantee for a cost equal to or less than the Price Guarantee for that Performance Guarantee for a particular channel in any Pricing Year.
Party	Either CCS or the Agency.
Performance Guarantee	The minimum result (in terms of audience views, clicks or similar) the Agency agrees to deliver for each Price Guarantee as set out for each media

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	channel in Annex A of Schedule 3 (Charging Structure).
Persistent Failure	Any of: a) 4 or more failures by the Agency to accept an Order within 2 Working Days of receipt in any rolling period of 12 Months (other than when the Agency's failure to accept an Order is due to a conflict of interest), or b) 2 or more failures by the Agency to provide Management Information by the Reporting Date in any rolling period of 12 Months, or c) 2 or more failures by the Agency to meet the KPI Targets (whether the failures relate to the same or different KPI Targets) in relation to one or more Call-Off Contracts in any rolling period of 12 Months
Personal Data	Has the same meaning as set out in the GDPR.
Personal Data Breach	Has the same meaning as set out in the GDPR.
Pricing Year	a) for Pricing Year 1 a period of 14 months running from November 2018 to December 2019; b) for Pricing Year 2 a period of 12 months running from [Jan 2020] to [Dec 2020]; c) for Pricing Year 3 a period of 12 months running from [Jan 2021] to [Dec 2021]; and d) for Pricing Year 4 a period of 5 months running from [Jan 2022] to [May 2022].
Pricing Guarantees	The maximum price given for each of the Performance Guarantees as specified in Annex A to Framework Schedule 3 (Charging Structure) or as agreed in accordance with paragraph 4 in Framework Schedule 3 (Charging Structure)
Proceedings	Refers to both arbitration proceedings which have been commenced and court proceedings where a letter before action or a notice of claim has been issued.
Processor	Has the same meaning as set out in the GDPR.

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Process or **Processing**	Has the same meaning as set out in the GDPR. "**Process**" and "**Processed**" shall be interpreted accordingly.
Prohibited Act	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: a) induce that person to perform improperly a relevant function or activity b) reward that person for improper performance of a relevant function or activity c) commit any offence:] • under the Bribery Act 2010 • under legislation creating offences concerning Fraud • at common Law concerning Fraud • committing or attempting or conspiring to commit Fraud.
Proposal	The proposal submitted by a Framework Agency in response to a Brief.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.
Records	All records and accounts referred to in Clause 7.1
Regulations	The Public Contracts Regulations 2015.
Regulatory Body	Government departments and other bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement.
Relevant Person	Any employee, agent, servant, or representative of CCS, any Client or any other public body.

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Relevant Tax Authority	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Agency is established.
Relevant Transfer	A transfer of employment to which the Employment Regulations applies.
Relevant Transfer Date	In relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place.
Reporting Date	The date by which an MI Report must be submitted. This is the seventh working day of the Month following the Month to which the relevant Management Information relates, or such other date as may be agreed between the Parties.
Request for Information	A request for information relating to this Framework Agreement, any Call-Off Contract or the provision of the Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.
Self-Audit Certificate	A certificate in the form set out in Framework Schedule 6 (Self-Audit Certificate) to be provided to CCS in accordance with Clause 7.2.
Service Levels	Any particular service levels detailed in Call-Off Contracts.
Services	The services to provide a complete media buying service to Clients as described in Section 2 (Services) and further described in the relevant annual scope of work and/or Briefs which the Agency shall provide to Clients, and may (if required) include products supplied in connections with or ancillary to the services described, including the Implementation Services.
Services Requirements	The requirements of CCS or any Client for the Services.
Specific Change in Law	A Change in Law that relates specifically to the business of CCS and/or Clients which would not affect a Comparable Supply.

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Sub-Contract	Any contract or agreement or proposed agreement between the Agency and a Sub-Contractor.
Sub-Contractor	Any person engaged by the Agency to provide to the Agency any part of the Services or any services necessary for the provision of the Services. For avoidance of doubt, the term Subcontractor does not include (i) any Media Owners, nor (ii) any intermediaries and other suppliers engaged by the Agency to assist in the completion of or provide services incidental, ancillary or supplemental to the Services, including but not limited to suppliers providing data, equipment, software or facilities shall not be considered a Subcontractor.
Sub-processor	any third party appointed to process Personal Data on behalf of the Agency related to this Framework Agreement and/or any Call-Off Contract
Taxable Amount:	Any foreign VAT/GST or similar indirect taxes charged to the UK Agency, acting as a principal, by either local Media Vendors or the Local Agency, should be included in the taxable amount for UK VAT purposes invoiced to the Advertiser.
Tender	The Invitation to Tender and the Agency's response to it.
Term	The duration of this Framework Agreement from the Appointment Date to the Expiry Date or earlier termination of this Framework Agreement.
Termination Notice	A written notice of termination given by one Party to the other, setting out the date on which it intends to terminate the Framework Agreement and why.
Third Party Costs	all third party costs incurred by the Agency on behalf of CCS or the Client in performing the Services, including Net Media Value, subject to CCS or the Client approving all such costs in advance in writing, including the cost of Media Placements purchased on behalf of CCS or the Client and which appear in accordance with the relevant plan for media placement.

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Transparency Principles	The principles set out at www.gov.uk/government/publications/transparency-of-suppliers-and-government-to-the-public detailing the requirement for the proactive release of contract information under the Government's transparency commitment.
Transparency Reports	Information relating to the Services and performance of this Framework Agreement which the Agency is required to provide to CCS in accordance with its reporting requirements under this Framework Agreement.
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive.
UK Agency	The UK-based supplier teams for the RM6003 Media Buying Framework.
UK Client	The UK-based central or head office of the organisation buying media through the framework.
Unbilled Media	Amounts in respect of Media Placements for which the Client has paid the Agency or Agency Group in full, but where the relevant Media Owner has not invoiced the Agency or Agency Group within up to 18 months of the date of the invoice for the Media Placement in full or in part.
UK Tax or Local Market Tax ("Tax")	Tax means any sales, use, consumption, business, value added tax ("VAT"), custom, duty, goods and services tax ("GST"), digital services tax ("DST") which may be applicable on media campaigns. Unless the cumulative conditions for any Tax relief are met in a specific country, UK Agency or Local Agency will separately state any applicable Tax on a valid invoice according to applicable Tax laws.
Under Delivery	The Agency has not met the Performance Guarantee for a cost equal to or less than the Pricing Guarantee (excluding any 'package' discounts achieved through partnerships, sponsorships or similar) for that

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	Performance Guarantee for a particular channel in any Pricing Year.
VAT	Value added tax in accordance with the provisions of the Value Added Tax Act 1994.
VAT/GST Recoverability	Irrespective of the VAT profile of the UK Agency or the advertiser, foreign or domestic VAT/GST may be irrecoverable due to (i) a legal restriction related to the nature of the service or the VAT/GST profile of the advertiser or (ii) no cross-border mechanism implemented in the country of refund to get the foreign VAT/GST back.
Viewable Impression	A served ad impression where the ad was contained in the viewable space of the browser window, on an in-focus browser tab, with 100% viewability and the following specific durations across the following digital advertising placements: a.) Display – 100% in view, for a minimum of 1 continuous second b.) Video (e.g. pre-roll) – 100% in view for half the duration of the ad (15 second cap, sound on) c.) In-feed Video in Social – 100% in view for half the duration of the ad (15 sec cap, no sound) The 'In-feed Video in Social' standard refers to video inventory bought on an impression basis across applicable social media platforms d.) Native/Outstream Video - 100% for half the duration of the ad (15 second cap, no sound)
Working Day	Any day other than a Saturday, Sunday or public holiday in England and Wales.

2. INTERPRETATION

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

2.1.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa

2.1.2 words importing the masculine include the feminine and the neuter and vice versa

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2.1.3 the words ‘include’, ‘includes’ ‘including’ ‘for example’ and ‘in particular’ and words of similar effect will not limit the general effect of the words which precede them

2.1.4 references to any person will include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind

2.1.5 references to any statute, regulation or other similar instrument will be construed as a reference to the statute, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted

2.1.6 headings are included in this Framework Agreement for ease of reference only and will not affect the interpretation or construction of this Framework Agreement

2.1.7 references in this Framework Agreement to any “Section”, ”Clause” or “Framework Schedule” without further designation will be construed as a reference to the clause or sub-clause or schedule to this Framework Agreement so numbered

2.1.8 references in this Framework Agreement to any paragraph or sub-paragraph without further designation will be construed as a reference to the paragraph or sub-paragraph of the relevant framework schedule to this Framework Agreement so numbered

2.1.9 reference to a Clause is a reference to the whole of that clause unless stated otherwise

2.2 If there is any conflict between the requirements of this Framework Agreement and the terms and conditions of any Call-Off Contract, the conflict shall be resolved in accordance with the following order of precedence:

2.2.1 this Framework Agreement

2.2.2 the Letter of Appointment

2.2.3 the Call-Off Terms and

2.2.4 any other document referred to in the Call-Off Contract (not including this Framework Agreement).

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FRAMEWORK SCHEDULE 2: KEY SUB-CONTRACTORS

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

Table of Sub-Contractors

Name	Registered Address	Trading Status	Company Registration Number
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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FRAMEWORK SCHEDULE 3: CHARGING STRUCTURE [REDACTED]

1. REMUNERATION

1.1 The Agency will invoice the Client in respect of all Fees, Expenses and Third Party Costs.

1.2 The Agency's Fees are as follows: [REDACTED]

1.3 Unless otherwise approved by the Client, or set out in a Brief, all Third Party Costs shall be charged to the Client at net cost without any mark up.

1.4 Where a Brief is agreed in addition to an annual scope of work, notwithstanding any other provision of this Framework Agreement and/or a Call-Off Contract, the Client shall not be obliged to pay the Charges (Fees, Expenses and Third Party Costs) relating to that Brief and the Agency shall not be obliged to supply any Services for a Brief until each party has signed the applicable Brief or the scope of work has otherwise been agreed in writing. Where relevant, the Agency shall not be obliged to supply any Services for a Brief until the Client has supplied a valid purchase order number for those Services.

1.5 In consideration of the Agency providing the Services set out in an annual scope of work and any Brief, the Client shall pay the Agency the Charges which shall be payable in accordance with the Framework Agreement and/or the relevant Call-Off Contract.

1.6 The parties shall commence negotiations in good faith on or before 7th November 2018 and then on or before November 2020 and November 2021 in each subsequent Year to agree a new annual scope of work for the next Year of the relevant Call-Off Contract. If the parties fail to reach agreement before the start of that Year, the Client shall have the option of rolling forward the Scope of Work for the previous Year without any increase whatsoever in the applicable Charges.

1.7 The Charges (Fees, Expenses and Third Party Costs) will be invoiced in accordance with the payment terms set out in the applicable Brief and shall be payable in accordance with the relevant Call-Off Contract.

1.8 All sums stated in this Framework Agreement, a Call-Off Contract or in any Brief, quotation or estimate exclude VAT and any other applicable sales tax (unless otherwise stated) which shall also be payable by the Client at the rate prevailing from time to time where applicable. The Agency shall comply with all applicable HMRC and tax guidance and rules in respect of the payment or otherwise of VAT (or applicable sales taxes) by the Client.

1.9 The terms of remuneration set out in this Framework Agreement do not cover the performance of services which are outside of a Brief nor do they cover the performance of services outside the Territory. If any such services are required the terms relating to their provision together with the applicable charges will be agreed in writing by the parties.

1.10 In the event that the Client fails to make any payment in full when due to the Agency under the relevant Call-Off Contract, then without prejudice to its other rights and remedies under or in connection with this Framework Agreement, any Call-Off Contract or otherwise in law, the Agency shall be entitled to charge the Client interest

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on such overdue sum at the rate of 2% above the base rate of HSBC in force from time to time calculated from the due date up to the date of payment, provided that:

1.10.1 such interest is claimed at the time of claiming any outstanding amount from the Client;

1.10.2 the Agency shall not be entitled to claim interest for late payment after the Client has settled any outstanding amounts due;

1.10.3 the Agency shall not be entitled to set off any claim for interest against any other payments payable by the Agency to the Client.

1.11 The Client reserves the right to withhold payment of any invoice or part of an invoice where the Client (acting reasonably and in good faith) has a bona fide reason to challenge the validity or accuracy of such invoice. On receipt of any such invoice the Client shall:

1.11.1 immediately notify the Agency in writing of the reason for such withholding;

1.11.2 pay the undisputed part of such invoice in accordance with the relevant Call-Off Contract; and

1.11.3 work promptly and in good faith with the Agency to resolve any such dispute over the relevant invoice.

1.12 If any payment of the Charges, Commission, Expenses or Third Party Costs is subject to tax (whether by way of direct assessment or withholding at its source), the Agency shall be entitled to receive from the Client such amounts as shall ensure that the net receipt to the Agency of the Charges, Fees, Commission, Expenses and Third Party Costs after tax in respect of the payment is the same as it would have been were the payment not subject to such tax.

1.13 Where a surcharge is levied by a supplier against the Agency due to late payment and this results from late payment by the Client, the Client shall immediately reimburse to the Agency the amount of such surcharge, together with any accrued interest charged by the supplier in respect of the overdue amount.

1.14 Media grids will cover a proportion of the known Client requirements. However, over time the Client expects that new suppliers, formats or buy types that Government have not purchased previously will appear. The expectation is that the Agency will deliver 'market leading' rates. Any such new rates may be agreed in conjunction with an independent third party (including but not limited to an Auditor) and reviewed through an audit.

1.15 Each party shall pay all monies which are payable by it to the other without any right of set off, abatement or withholding in respect of monies which are due to it or alleged to be due to it from the other party.

1.16 For the avoidance of doubt, the Agency shall not receive any income, other than the Charges, Expenses or third party costs, stated above, as a direct or indirect result of the Client's spend during the Term.

1.17 Notwithstanding any provisions in this Framework Agreement, a Call-Off Contract or the applicable Brief, other than in any territory where the Agency is expressly prohibited by relevant law or regulation from imposing obligations on media vendors to issue invoices within twelve (12) months of the date on which media ran and Agency

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has notified the Client in advance in writing of this fact, in the event that the Agency issues an invoice and the Client receives such invoice more than twelve (12) months from the date the Agency completed the relevant Services under the invoice, the Agency shall be deemed to have waived its rights to receive payment for such Services and the Client shall be entitled not to make payment for such Services. This provision shall not apply in respect of any invoice which is the subject of a dispute between the Agency and a media vendor and the Agency has notified the Client in advance in writing of such dispute, or where the Client has agreed to later invoicing or where the delay is caused by any other factor beyond the Agency's reasonable control and which has been notified to the Client in advance of such twelve (12) month time limit.

2. REBATES & AVBs

2.1 The Agency must provide the Client on an annual basis (during the Term and for eighteen (18) months thereafter) with full and accurate reports of:

a. each media channel and standard terms of payment (before any AVBs have been applied) applicable for any relevant type of Media Placement);

b. any actions that are required in order for the AVBs to accrue;

c. the total of any Direct AVBs; and

d. the total of any Client AVBs.

2.2 In respect of each media channel, the Agency must provide to the Client in writing the amount of all of the AVBs received by the Agency Group in respect of the Client wherever or however accrued by the Agency or the Agency Group and, whether such AVBs are reflected in the amount invoiced by the Media Owner or subsequently provided directly or indirectly to any member of the Agency Group.

2.3 It is the intention that the Client will receive the AVBs in the same form as they are received by the Agency but the Client shall inform the Agency as to how it wishes the AVBs to be passed back (such as by way of credit note issued against old invoices, credit note against future Media Placements, or invoiced for payment by the Agency). Where AVBs are to be paid back to the Client, the Agency shall pay such sums to the Client within 6 months of the end of the calendar year in which the relevant AVB(s) was generated and any reconciliation of full payment of accrued AVB(s) within 9 months of the end of the relevant calendar year.

2.4 The Agency will take all reasonable steps to pursue Media Owners for any AVBs owed by them to the Agency or Agency Group or the Client.

2.5 The Agency will provide the Client details of and any rebates and/or benefits received in respect of the following types of Agency rebate so as to ensure that the Client receives the rebates and/or benefits to which it is entitled:

2.5.1 Cash – cash/benefit rebates received by the Agency and/or the Agency Group from Media Owners or otherwise in respect of Media Placements and/or the provision of the Services shall be notified to the Client and paid or provided to the Client in proportion to the Client's spend with each Media Owner providing such cash or benefit to the Agency and/or Agency Group;

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2.5.2 Value pot – a non-specific value pot which forms part of an arrangement which the Agency and/or the Agency Group has in respect of the delivery of the Services to the Client deal and which can be used by the Agency on behalf of the Client to deliver Client contracted pricing/value;

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

3. UNBILLED MEDIA

3.1 The Agency will reimburse to the Client any and all Unbilled Media arising on the terms set out in this paragraph 3.

3.2 The Agency will calculate and report to the Client any Unbilled Media arising on an annual basis (by no later than 31 December in each calendar year related to Unbilled Media arising in the previous calendar year). The Agency will pay back such Unbilled Media by no later than 1 July in the following calendar year.

3.3 Where Agency passes back Unbilled Media to the Client and the Agency subsequently receives (within the relevant statutory limitation period) a valid Media Placement invoice from the Media Owner relating to the value of the Media Placement which has been returned to the Client as Unbilled Media, the Client will be liable to pay back the same to the Agency on the payment terms set out in this Framework Agreement. For the avoidance of doubt, the Agency shall provide to the Client access to the Agency's complete unbilled media report for the entire Term, including access to Unbilled Media reports between the Agency Group and their vendors.

4. COMPETITIVE PRICING - INFLATION/DEFLATION COMMITMENTS

4.1 The Agency has committed to guaranteed and fixed costs for each media in the media grids and such costs shall apply for Pricing Year 1.

4.2 For each of Pricing Years 2-4 the Agency has committed to a mechanism set out in this paragraph 4 in order to mitigate against market inflation and deflation in respect of each media channel/type.

4.3 Prior to the start of each of Pricing Years 2, 3 and 4, the Agency shall commit to CCS the following:

4.3.1 "**Market Inflation/Deflation**" ("**M**") being the Agency's forecast market inflation and deflation percentage points by media channel/type based on CCS and Client investment patterns. The Agency shall provide market data to support its assessment of its committed inflation and deflation percentage points and CCS reserves the right for its Auditors to validate such assessment and market data; and

4.3.2 "**CCS Specific Inflation/Deflation Commitment**" ("**C**") its CCS specific inflation and deflation commitment in percentage points for the coming Pricing Year, representing the percentage which the Agency commits to reduce any inflationary prices of media and increase any deflationary prices of media as a result of CCS and Client's buying such media in the applicable channel/types. The CCS specific inflation and deflation

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mitigation percentage points shall be no for the next Pricing Year as compared in the previous Pricing Year.

4.4 When calculating the cost of media by channel/type, the Agency shall use the following formulas:

Inflation: M – C = P

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

4.5 For the purposes of the formulas above, "P" = the inflation/deflation percentage points applied for the applicable Pricing Year expressed as percentage points reductions or increases, rather than an overall percentage reduction or increase.

4.6 For example (for reference only):

4.6.1 **Inflation** - the market inflation ("M") is 5% and the Agency commitment ("C") is 2% therefore the percentage points applied for inflation for the applicable Pricing Year is 3%. E.g. 5% - 2% = 3%. The Agency will therefore not apply any greater inflationary increase to any media channels above 3%

4.6.2 **Deflation** – the market deflation ("M") is 2% (i.e. expressed as -2%) and the Agency commitment ("C") is 3% (i.e. expressed as -3%) therefore the percentage points applied for deflation for the applicable Pricing Year is 5% (expressed as -5%) thereby giving CCS and Clients an improved level of deflation versus the Agency market estimate**.** E.g. -2% + -3% = -5% or 2% + 3% = 5%.

4.7 CCS and/or the Client may employ an Auditor at any time to validate the market assessments and commitments made by the Agency and validate the application of the correct inflation and deflation percentages per media channel/type.

5. PRICING GRIDS

[REDACTED]

6. INTERNATIONAL BILLING

6.1 The currency in which international media activity should be invoiced in, is to be agreed between the Agency and the Client at call off level prior to the start of campaign activity. The agreed option should be referenced in the Letter of Appointment within the 'International Billing Option' section.

6.2 The invoicing options available to Clients for international media activity are set out at 6.4. Every Client will have option 1 as a default option, the Client can then choose 1 other invoicing option from options 2-5. Any additional option choice will not be possible unless otherwise agreed by exception with the UK Agency.

6.2.1 The Clients selected option (2–5) will be applied to all future transactions for the duration of their call off contract, and can not be varied on a campaign-by-campaign basis. At the time of the process selection, the Client will also need to specify which billing address they wish to use for invoicing.

6.2.2 Option 1 will apply for any campaigns that require activation in a country where there is no Local Agency office. If the Client purchases media in a mix of countries some with and some without Local Agency offices those with a Local Agency office, will

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follow their chosen invoicing process (2-5). Markets without a Local Agency office will default to option 1.

6.2.3 If the Client purchases media in a country with a Restricted Currency

a. If there **is no Local Agency office** in that market, the Client will default to Option 1, with the following amendments:

The Client will not have the option to be invoiced in local currency – invoice and payment will be in GBP.

Any exchange rate delta will be mitigated by the Client.

b. If there **is a Local Agency office** in that market, the Client will follow their standard agreed process (options 2-5), with the following amendments:

- If the Client uses options 2 or 3a:

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

  Any exchange rate delta will be mitigated by the Client

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

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

  Any exchange rate delta will be mitigated by the Client.

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

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

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

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

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

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6.4 International Client Invoicing Options

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

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

Option 3a - UK Client to UK Agency, requiring input from Local Agency

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UK Client Role	Local Client Role	Client Paying	UK Agency Role	Local Agency Role	Invoiced by
Managing	Input to UK client	UK Client	Coordinating	Activating	UK Agency
GBP	**Local currency**	**MI Reporting**	**FX Mitigation**	**UK Tax (UK Agency invoice)**	**Local Tax**
Option	Option	Monthly	Client to mitigate	Yes	Yes, and irrecoverable if applied

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

Option 4 - UK Client to Local Agency					
UK Client Role	**Local Client Role**	**Client Paying**	**UK Agency Role**	**Local Agency Role**	**Invoiced by**
Managing (or input to Local Client)	Input to UK Client (or managing)	UK Client	No	Managing	Local Agency
GBP	**Local currency**	**MI Reporting**	**FX Mitigation**	**UK Tax (UK Agency invoice)**	**Local Tax**
No	Yes	Quarterly	N/A	No	Yes, and irrecoverable if applied

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

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

Part 1: Letter of Appointment

[Letterhead of Client]

Dear Sirs

Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM6003) between CCS and the Agency dated [xxxx].

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

Order Number:	[ ]
From:	[ ] ("Client")
To:	[ ] ("Agency")

Effective Date:	[ ]
Expiry Date:	End date of Initial Period [ ] End date of Maximum Extension Period[ ] Minimum written notice to Agency in respect of extension:[ ]

Services required:	Set out in Section 2 (Services offered) and refined by: · the Client's Brief attached at Annex A and the Agency's Proposal attached at Annex B; and [insert supplemental information if any]

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Key Individuals:	[ ]
[Guarantor(s)]	[ ]

Call-Off Charges (including any applicable discount(s), but excluding VAT):	[ ]
Insurance Requirements	[Additional public liability insurance to cover all risks in the performance of the Call-Off Contract, with a minimum limit of £[x] million for each individual claim] [Additional employers' liability insurance with a minimum limit of £[x] indemnity] [Additional professional indemnity insurance adequate to cover all risks in the performance of the Call-Off Contract with a minimum limit of indemnity of £[x] million for each individual claim.] [Product liability insurance cover all risks in the provision of Services under the Call-Off Contract, with a minimum limit of £[x] million for each individual claim]
Client billing address for invoicing:	[ ]

Alternative and/or additional provisions:	[ ]

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 Agency:

Name and Title:

For and on behalf of the Client:

Name and Title:

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Signature:	Signature:
Date:	Date:

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ANNEX A

Client Brief

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

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ANNEX B

Agency Proposal

To be used when framework is live

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Part 2: Call-Off Terms

To be used when framework is live

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FRAMEWORK SCHEDULE 5: MI REPORTING TEMPLATE

1. Management information template completion guidance notes

1.1 Completion of your MI return: Agencies may download a new template form Management Information System Online (MISO) each month to ensure they have the latest copy. If you have no data to submit please use the nil return function on MISO.

1.2 Template column headings: Each column has one of the following colour codes

1.2.1 Orange - mandatory field which must be populated. Failure to populate these fields will result in you being asked to resubmit your MI return

1.2.2 Blue - required field. Please populate as much as possible.

Each column heading contains comments which will provide you with details of what is required in the column. Please check this before you populate.

1.3 Acceptable values: Where applicable, acceptable values may be listed within the comments field attached to each column, provided in a drop-down box within the cell or the comments will refer you to a tab contained within the MI template. Please ensure you use these acceptable values, these are case sensitive and must be completed as shown. Any other values entered within these fields will cause validation errors when loading onto MISO.

1.4 Format of data: Please ensure data entries adhere to any formatting requirements specified in the cell comments. For example, all dates should be entered in DD/MM/YYYY format. Please do not enter values such as N/A, dashes or TBC in any cells unless instructed to do so by the cell comments. Please also avoid using speech marks (“) in any cell.

1.5 Further guidance: If your MI returns fails to upload onto MISO please send a copy of your completed MI return and a screenshot of any error message to the below email address. Please contact the MISO support team using the contact details below if you require any assistance.

MISO mailbox: MI.collection@crowncommercial.gov.uk

1.6 URN & UNSPSC code identification guidance notes: Finding a customer URN code (Unique Customer Reference Number).

1.6.1 A downloadable list of all of the up to date URN numbers can be found here: https://www.gov.uk/guidance/current-crown-commercial-service-suppliers-what-you-need-to-know

1.6.2 If you cannot find a particular URN contact CCS and/or the Client service desk using this link: info@crowncommercial.gov.uk

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1.6.3 When requesting a URN to be set up, please supply the name, full address including post code, and a contact telephone number.

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FRAMEWORK SCHEDULE 6: ANNUAL SELF-AUDIT CERTIFICATE

[*letterhead of Agency or Agency's external auditor*]

Crown Commercial Service

9th Floor

The Capital

Old Hall Street

Liverpool L3

for itself and as agent for the Clients (as defined below)

Dear Sirs

We refer to the Media Buying Framework Agreement RM6003 (the "**Framework Agreement**") dated [**xx.xx.xx**] between the Minister for the Cabinet Office, acting through Crown Commercial Services (CCS) as CCS, and [NAME] as the Agency.

Capitalised terms and expressions used in this letter have the same meanings as in the Framework Agreement unless the context otherwise requires

In line with Clause 7 of the Framework Agreement, we hereby confirm the following:

1. In our opinion the Agency has in place suitable systems for identifying and recording the transactions taking place under the provisions of the Framework Agreement.
2. We have tested the systems for identifying and reporting on Framework activity and found them to be operating satisfactorily.
3. We have tested a sample of [◆] [***Insert number of sample transactions tested***] Orders and related invoices during our audit for the financial year ended [***insert financial year***] and confirm that:
    - such Orders are clearly identified in the Agency's order processing/invoicing systems as Orders under the Framework
    - where required, such Orders were completely and accurately included in the MI Reports
    - all invoices related to such Orders were completely and accurately included in the MI Reports
    - all Charges in relation to such Orders comply with the requirements of the Framework on maximum mark-ups, discounts, charge rates and fixed quotes (as applicable)

Yours faithfully

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Name:……

Signed:…….

Head of Internal Audit/ Finance Director/ External Audit firm (delete as applicable)

Date:…….

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FRAMEWORK SCHEDULE 7: COMMERCIALLY SENSITIVE INFORMATION

1. Introduction

1.1 Framework Schedule 7 is designed to help Parties to identify the Agency Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA.

1.2 Without prejudice to CCS's obligation to disclose Information in accordance with Clauses 7.55 to 7.61 FOIA, CCS will, acting reasonably but in its sole discretion, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]

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FRAMEWORK SCHEDULE 8: FRAMEWORK MANAGEMENT

1. Introduction

1.1 The successful delivery of this Framework Agreement will rely on the ability of the Agency and CCS to develop and maintain a strategic relationship, from award throughout the Term of this Framework Agreement.

1.2 To achieve this, both Parties will need to adopt proactive framework management activities and share information effectively.

1.3 This Schedule 8 outlines the general structures and management activities that the Parties shall follow during the Term of this Framework Agreement.

2. Framework management

Framework Management Structure

2.1 The Agency shall provide a suitably qualified nominated contact (the "**Framework Manager**") who will take overall responsibility for delivering the Services required within this Framework Agreement, as well as a suitably qualified deputy to act in their absence.

2.2 The Agency shall put in place management a structure to manage the Framework in accordance with Section 2 (Services offered).

2.3 A governance structure for the Framework will be agreed between the Parties during the Framework Agreement implementation stage.

Framework Review Meetings

2.4 Regular performance reviews will take place throughout the Term. These include:

- Strategic Management Reviews
- Management Review Meetings and
- Operational Review Meetings.

2.5 The exact timings and frequencies of such Meetings will be determined by CCS following award of the Framework Agreement. It is anticipated that during the first 12 Months of the Framework Agreement, the structure and frequency of the meetings will be as set out in paragraphs 2.6 - 2.8 and 3.1 – 3.2 - below. Both Parties are expected to be flexible about the frequency, timings and content of these reviews.

Strategic Management Reviews

2.6 The Agency Representative and CCS Representative will meet every quarter or such other time as agreed between the Parties. CCS sees these meetings as a vital element in developing a strategic relationship with the Agency and building in a positive working relationship. The content of these meetings will be

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agreed between both Parties at least 14 Working Days before the date of the Strategic Management Review. However, as a minimum they will consider:

- overall framework performance, including the Agency's supply chain performance, and its usage of SMEs to supply and/or deliver goods and services
- efficiency opportunities
- benchmarking, including progress against Government efficiency targets
- market conditions
- policy updates including emerging Government initiatives, and
- security and risk management

Management Review Meetings

2.7 Management Review Meetings will be held every quarter between CCS, and the Agency's Framework Manager(s) and representatives from key Clients. The meeting agenda will cover, but not be limited to, the following:

- transition and on-boarding of key new customers (milestones and progress against targets) including contract compliance and Agency sector strategies (key customers can be defined as those who are of a strategic importance to the success of the framework)
- performance against Key Performance Indicators (KPIs)
- framework revenue and savings performance, submission of MI and sector revenue performance
- incident and problem management
- forward planning, opportunities and future efficiencies including standardisation and rationalisation
- Client Satisfaction Surveys (quality and delivery of the Services etc);
- new service roadmaps, and
- support to category teams relating to cashable benefits

2.8 The information reviewed at the meetings will be based on MI provided by the Agency.

3. Operational Review Meetings

3.1 Operational Review Meetings will be held every month between CCS and the Agency's framework management team. They will cover, but not be limited to, the same information as will be discussed in Management Review Meetings.

3.2 At CCS's discretion, the Management and Operational Review Meetings may be combined.

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4. Key performance indicators

4.1 The Key Performance Indicators (KPIs) applicable to this Framework Agreement are set out in Section 2 (Services offered) Clause 2.17. The review and ongoing monitoring of KPIs will form a key part of the framework management process as outlined in this Schedule 8.

4.2 The Agency shall establish processes to monitor its performance against the agreed KPIs in order to report progress to CCS and Clients. The Agency shall at all times ensure compliance with the standards set by the KPIs.

4.3 CCS will review progress against these KPIs to evaluate the effectiveness and efficiency with which the Agency performs its obligations to fulfil the Framework Agreement.

4.4 The Agency's performance against these KPIs will be reviewed during the Framework Review Meetings, and

4.5 The Agency shall provide a Monthly report on its performance against each of the KPIs listed in Section 2 (Services offered).

4.6 CCS reserves the right to adjust, introduce new, or remove KPIs throughout the Term. However any significant changes to KPIs must be agreed between CCS and the Agency.

5. Efficiency tracking performance measures

5.1 The Agency shall cooperate with CCS to develop efficiency tracking performance measures for the Framework Agreement. This includes but is not limited to:

- tracking uptake and product costs, in order to demonstrate that Clients are buying more smartly
- developing additional KPIs to ensure that the Framework Agreement supports the emerging target operating model across central government (particularly in terms of the use of centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).

5.2 The efficiency tracking performance measures will be developed and agreed between CCS and the Agency during the Framework Agreement. They will then be incorporated into the list of KPIs set out in Section 2 (Services offered) Clause 2.17.

5.3 The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Schedule 8.

6. Escalation procedure

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6.1 If CCS and the Agency are unable to agree the performance score for any KPI during an Operational Review Meeting, the disputed score will be recorded and the matter referred to the Management Review Meeting for resolution.

6.2 If the matter is not resolved at the Management Review Meeting, it will be referred to CCS' Representative and the Agency's Representative to determine the best course of action. This involve organising an ad-hoc meeting to discuss the performance issue specifically.

6.3 If CCS' Representative and the Agency's Representative fail to reach a resolution, the matter will be dealt with by following the Dispute Resolution Procedures (Clause 17.4-17.13).

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FRAMEWORK SCHEDULE 9: RM6003 SUCCESSFUL AGENCY PITCH

1. Tender Commitments

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

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

1.2. **Full Agency Pitch**

[REDACTED]

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FRAMEWORK SCHEDULE 10: VARIATION FORM

Variation Form No:

……

BETWEEN:

The Minister for the Cabinet Office, represented by the Crown Commercial Service, 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP ("**CCS**")

and

OMD Group Ltd (**"the Agency"**)

1. This Framework Agreement is varied as follows and shall take effect on the date signed by both Parties:

   [Guidance Note: Insert details of the Variation]

2. Words and expressions in this Variation shall have the meanings given to them in the Framework Agreement.
3. The Framework Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of CCS

Signature .....

Date .....

Name (in Capitals) .....

Address .....

.....

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

Signature .....

Date .....

Name (in Capitals) .....

Address .....

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FRAMEWORK SCHEDULE 11: STAFF TRANSFER (TUPE & PENSIONS)

1. DEFINITIONS

In this Framework Schedule, the following definitions shall apply:

"Agency's Final Personnel List"	means a list provided by the Agency of all Staff who will transfer under the Employment Regulations on the Relevant Transfer Date;
"Agency's Provisional Personnel List"	means a list prepared and updated by the Agency of all Staff who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Agency;
"Employee Liabilities"	means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following: a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; b) unfair, wrongful or constructive dismissal compensation; c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; d) compensation for less favourable treatment of part-time workers or fixed term employees; e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by CCS or the

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	Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Agency or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date; f) claims whether in tort, contract or statute or otherwise; any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Former Supplier"	means a supplier supplying the services to CCS before the Relevant Transfer Date that are the same as or substantially similar to the Services and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
"Notified Sub-Contractor"	means a Sub-Contractor identified in Annex 2 of this Framework Schedule to whom Transferring Authority Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"New Employee"	means any employee employed by the Agency following the Appointment Date;
"Principles of Good Employment Practice"	means the guidance published by the Cabinet Office and found at www.gov.uk/government/publications/principles-of-good-employment-practice:
"Replacement Services"	means any services which are substantially similar to any of the Services and which CCS receives in substitution for any of the Services following the expiry or termination of this Framework Agreement, whether those services are provided by CCS internally and/or by any third party;
"Replacement Sub-Contractor"	means a sub-contractor of the Replacement Supplier to whom Transferring Agency Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);

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"Replacement Supplier"	means any third party provider of Replacement Services appointed by CCS from time to time or where CCS is providing Replacement Services for its own account, shall also include CCS;
"Service Transfer"	means any transfer of the Services (or any part of the Services), for whatever reason, from the Agency or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
"Service Transfer Date"	means the date of a Service Transfer;
"Staffing Information"	means, in relation to all persons identified on the Agency's Provisional Personnel List or Agency's Final Personnel List, as the case may be, such information as CCS may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format: a) their ages, dates of commencement of employment or engagement and gender; b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise; c) the identity of the employer or relevant contracting party; d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; e) their wages, salaries and profit sharing arrangements as applicable; f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); h) details of any such individuals on long term sickness absence, parental leave, maternity

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leave or other authorised long term absence;

i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Transferring Agency Employees"	means those employees of the Agency and/or the Agency's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.
"Transferring Authority Employees"	means those employees of CCS to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	means, in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and

2. INTERPRETATION

2.1 Where a provision in this Schedule imposes an obligation on the Agency to provide an indemnity, undertaking or warranty, the Agency shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be.

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PART A

TRANSFERRING AUTHORITY EMPLOYEES AT COMMENCEMENT OF THE PROVISION OF SERVICES

1. RELEVANT TRANSFERS

1.1 CCS and the Agency agree that:

1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Authority Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between CCS and the Transferring Authority Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Agency and/or any Notified Sub-Contractor and each such Transferring Authority Employee.

1.2 CCS shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Authority Employees in respect of the period arising up to (but not including)the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) CCS; and (ii) the Agency and/or any Notified Sub-Contractor (as appropriate).

2. AUTHORITY INDEMNITIES

2.1 Subject to paragraph 2.2 of Part A of this Framework Schedule, CCS shall indemnify the Agency and any Notified Sub-Contractor against any Employee Liabilities in respect of any Transferring Authority Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

2.1.1 any act or omission by CCS occurring before the Relevant Transfer Date;

2.1.2 the breach or non-observance by CCS before the Relevant Transfer Date of:

2.1.2.1 any collective agreement applicable to the Transferring Authority Employees; and/or

2.1.2.2 any custom or practice in respect of any Transferring Authority Employees which CCS is contractually bound to honour;

2.1.3 any claim by any trade union or other body or person representing the Transferring Authority Employees arising from or connected with any

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failure by CCS to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;

2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

2.1.4.1 in relation to any Transferring Authority Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

2.1.4.2 in relation to any employee who is not a Transferring Authority Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from CCS to the Agency and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.

2.1.5 a failure of CCS to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Authority Employees arising before the Relevant Transfer Date;

2.1.6 any claim made by or in respect of any person employed or formerly employed by CCS other than a Transferring Authority Employee for whom it is alleged the Agency and/or any Notified Sub-Contractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and

2.1.7 any claim made by or in respect of a Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee relating to any act or omission of CCS in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Agency or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in paragraph 2.1 of Part A of this Framework Schedule shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Agency or any Sub-Contractor (whether or not a Notified Sub-Contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:

2.2.1 arising out of the resignation of any Transferring Authority Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Agency and/or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date); or

2.2.2 arising from the failure by the Agency or any Sub-Contractor to comply with its obligations under the Employment Regulations.

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2.3 If any person who is not identified by CCS as a Transferring Authority Employee claims, or it is determined in relation to any person who is not identified by CCS as a Transferring Authority Employee, that his/her contract of employment has been transferred from CCS to the Agency and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

2.3.1 the Agency shall, or shall procure that the Notified Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to CCS; and

2.3.2 CCS may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of receipt of the notification by the Agency and/or any Notified Sub-Contractor, or take such other reasonable steps as CCS considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.4 If an offer referred to in paragraph 2.3.2 of Part A of this Framework Schedule is accepted, or if the situation has otherwise been resolved by CCS, the Agency shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the fifteen (15) Working Day period specified in paragraph 2.3.2 of Part A of this Framework Schedule:

2.5.1 no such offer of employment has been made;

2.5.2 such offer has been made but not accepted; or

2.5.3 the situation has not otherwise been resolved,

the Agency and/or any Notified Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Agency and/or any Notified Sub-Contractor acting in accordance with the provisions of paragraphs 2.3 to 2.5 of Part A of this Framework Schedule and in accordance with all applicable proper employment procedures set out in applicable Law, CCS shall indemnify the Agency and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 2.5 of Part A of this Framework Schedule provided that the Agency takes, or procures that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in paragraph 2.6 of Part A of this Framework Schedule:

2.7.1 shall not apply to:

2.7.1.1 any claim for:

a) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

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

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in any case in relation to any alleged act or omission of the Agency and/or any Sub-Contractor; or

2.7.2 any claim that the termination of employment was unfair because the Agency and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and

2.7.3 shall apply only where the notification referred to in paragraph 2.3.1 of Part A of this Framework Schedule is made by the Agency and/or any Notified Sub-Contractor (as appropriate) to CCS within six (6) months of the Appointment Date.

2.8 If any such person as is referred to in paragraph 2.3 of Part A of this Framework Schedule is neither re-employed by CCS nor dismissed by the Agency and/or any Notified Sub-Contractor within the time scales set out in paragraph 2.5 of Part A of this Framework Schedule such person shall be treated as having transferred to the Agency and/or any Notified Sub-Contractor and the Agency shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under applicable Law.

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to paragraph 3.2 of Part A of this Framework Schedule, the Agency shall indemnify CCS against any Employee Liabilities in respect of any Transferring Authority Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

3.1.1 any act or omission by the Agency or any Sub-Contractor whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Agency or any Sub-Contractor on or after the Relevant Transfer Date of:

3.1.2.1 any collective agreement applicable to the Transferring Authority Employees; and/or

3.1.2.2 any custom or practice in respect of any Transferring Authority Employees which the Agency or any Sub-Contractor is contractually bound to honour;

3.1.3 any claim by any trade union or other body or person representing any Transferring Authority Employees arising from or connected with any failure by the Agency or any Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

3.1.4 any proposal by the Agency or a Sub-Contractor made before the Relevant Transfer Date to change the terms and conditions of employment or working conditions of any Transferring Authority Employees on or after their transfer to the Agency or the relevant Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Authority Employee but for their resignation (or decision to treat their employment as

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terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

3.1.5 any statement communicated to or action undertaken by the Agency or any Sub-Contractor to, or in respect of, any Transferring Authority Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with CCS in writing;

3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

3.1.6.1 in relation to any Transferring Authority Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and

3.1.6.2 in relation to any employee who is not a Transferring Authority Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from CCS to the Agency or a Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

3.1.7 a failure of the Agency or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Authority Employees in respect of the period from (and including) the Relevant Transfer Date; and

3.1.8 any claim made by or in respect of a Transferring Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Authority Employee relating to any act or omission of the Agency or any Sub-Contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from CCS's failure to comply with its obligations under regulation 13 of the Employment Regulations.

3.2 The indemnities in paragraph 3 of Part A of this Framework Schedule shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of CCS whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from CCS's failure to comply with its obligations under the Employment Regulations.

3.3 The Agency shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Authority Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits,

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entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between CCS and the Agency.

4. INFORMATION

4.1 The Agency shall, and shall procure that each Sub-Contractor shall, promptly provide to CCS in writing such information as is necessary to enable CCS to carry out its duties under regulation 13 of the Employment Regulations. CCS shall promptly provide to the Agency and each Notified Sub-Contractor in writing such information as is necessary to enable the Agency and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

5.1 The Parties agree that the principles set out in the Principles of Good Employment Practice apply to the treatment of New Employees by the Agency. The Agency undertakes to treat each New Employee in accordance with the provisions of the Principles of Good Employment Practice.

5.2 The Agency shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by CCS relating to pensions in respect of any Transferring Authority Employee as set down in:

5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.2.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; and/or

5.2.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004,

or any statement of practice, paper or other guidance that replaces any of the foregoing.

6. PENSIONS

6.1 The Agency shall, and shall procure that each of its Sub-Contractors shall, comply with the pensions provisions set out in Annex 1.

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PART B

TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF THE PROVISION OF SERVICES

1. RELEVANT TRANSFERS

1.1 CCS and the Agency agree that:

1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Agency and/or Notified Sub-Contractor and each such Transferring Former Supplier Employee.

1.2 CCS shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Agency shall make, and CCS shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

2. FORMER SUPPLIER INDEMNITIES

2.1 Subject to paragraph 2.2 of Part B of this Framework Schedule, CCS shall procure that each Former Supplier shall indemnify the Agency and any Notified Sub-Contractor against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

2.1.1 any act or omission by the Former Supplier arising before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:

2.1.2.1 any collective agreement applicable to the Transferring Former Supplier Employees; and/or

2.1.2.2 any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;

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2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions;

2.1.3.1 in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and

2.1.3.2 in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Agency and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;

2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;

2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Agency and/or any Notified Sub-Contractor as appropriate may be liable by virtue of this Framework Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and

2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Agency or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.

2.2 The indemnities in paragraph 2.1 of Part B of this Framework Schedule shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Agency or any Sub-Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:

2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Agency or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date); or

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2.2.2 arising from the failure by the Agency and/or any Sub-Contractor to comply with its obligations under the Employment Regulations).

2.3 If any person who is not identified by CCS as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by CCS as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Agency and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

2.3.1 the Agency shall, or shall procure that the Notified Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to CCS and, where required by CCS, to the Former Supplier; and

2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Agency and/or the Notified Sub-Contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

2.4 If an offer referred to in paragraph 2.3.2 of Part B of this Framework Schedule is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or CCS, the Agency shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

2.5 If by the end of the 15 Working Day period specified in paragraph 2.3.2 of Part B of this Framework Schedule:

2.5.1 no such offer of employment has been made;

2.5.2 such offer has been made but not accepted; or

2.5.3 the situation has not otherwise been resolved;

the Agency and/or any notified Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2.6 Subject to the Agency and/or any Notified Sub-Contractor acting in accordance with the provisions of paragraphs 2.3 to 2.5 of Part B of this Framework Schedule and in accordance with all applicable proper employment procedures set out in Law, CCS shall procure that the Former Supplier indemnifies the Agency and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 2.5 of Part B of this Framework Schedule provided that the Agency takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.7 The indemnity in paragraph 2.6 of Part B of this Framework Schedule:

2.7.1 shall not apply to:

2.7.1.1 any claim for:

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a) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

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

c) in any case in relation to any alleged act or omission of the Agency and/or any Sub-Contractor; or

2.7.1.2 any claim that the termination of employment was unfair because the Agency and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and

2.7.2 shall apply only where the notification referred to in paragraph 2.3.1 of Part B of this Framework Schedule is made by the Agency and/or any Notified Sub-Contractor (as appropriate) to CCS and, if applicable, the Former Supplier, within six (6) months of the Appointment Date.

2.8 If any such person as is described in paragraph 2.3 of Part B of this Framework Schedule is neither re-employed by the Former Supplier nor dismissed by the Agency and/or any Notified Sub-Contractor within the time scales set out in paragraph 2.5 of Part B of this Framework Schedule, such person shall be treated as having transferred to the Agency or Notified Sub-Contractor and the Agency shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under the Law.

3. SUPPLIER INDEMNITIES AND OBLIGATIONS

3.1 Subject to paragraph 3.2 of Part B of this Framework Schedule, the Agency shall indemnify CCS and/or the Former Supplier against any Employee Liabilities in respect of any Transferring Former Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

3.1.1 any act or omission by the Agency or any Sub-Contractor whether occurring before, on or after the Relevant Transfer Date;

3.1.2 the breach or non-observance by the Agency or any Sub-Contractor on or after the Relevant Transfer Date of:

3.1.2.1 any collective agreement applicable to the Transferring Former Supplier Employee; and/or

3.1.2.2 any custom or practice in respect of any Transferring Former Supplier Employees which the Agency or any Sub-Contractor is contractually bound to honour;

3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Agency or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

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3.1.4 any proposal by the Agency or a Sub-Contractor prior to the Relevant Transfer Date to change the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees on or after their transfer to the Agency or a Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes; and

3.1.5 any statement communicated to or action undertaken by the Agency or a Sub-Contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with CCS and/or the Former Supplier in writing.

3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

3.1.6.1 in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and

3.1.6.2 in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Agency or a Sub-Contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;

3.1.7 a failure of the Agency or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date; and

3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Agency or any Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations.

3.2 The indemnities in paragraph 3.1 of Part B of this Framework Schedule shall not apply to the extent that the Employee Liabilities arise or are attributable to

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an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

3.3 The Agency shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Agency and the Former Supplier.

4. INFORMATION

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

5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE

5.1 The Agency shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by CCS relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;

5.1.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; and/or

5.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004,

or any statement of practice, paper or other guidance that replaces any of the foregoing.

6. PROCUREMENT OBLIGATIONS

6.1 Notwithstanding any other provisions of this Part B of this Framework Schedule, where in this Part B CCS accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that CCS's contract with the Former Supplier contains a contractual right in that regard which CCS may enforce, or otherwise

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so that it requires only that CCS must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. PENSIONS

7.1 The Agency shall, and shall procure that each Sub-Contractor shall, comply with the pensions provisions in Annex 1 where any Transferring Former Supplier Employee is a Pension Member as such term is defined in Annex 1 of this Framework Schedule.

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PART C

NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF THE PROVISION OF SERVICES

1. PROCEDURE IN THE EVENT OF TRANSFER

1.1 CCS and the Agency agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of CCS and/or any Former Supplier.

1.2 If any employee of CCS and/or a Former Supplier claims, or it is determined in relation to any employee of CCS and/or a Former Supplier, that his/her contract of employment has been transferred from CCS and/or the Former Supplier to the Agency and/or any Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

1.2.1 the Agency shall, and shall procure that the relevant Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to CCS and, where required by CCS, give notice to the Former Supplier; and

1.2.2 CCS and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Agency or the Sub-Contractor (as appropriate) or take such other reasonable steps as CCS or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.

1.3 If an offer referred to in paragraph 1.2.2 of Part C of this Framework Schedule is accepted (or if the situation has otherwise been resolved by CCS and/or the Former Supplier), the Agency shall, or shall procure that the Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.

1.4 If by the end of the fifteen (15) Working Day period specified in paragraph 1.2.2:

1.4.1 no such offer of employment has been made;

1.4.2 such offer has been made but not accepted; or

1.4.3 the situation has not otherwise been resolved,

the Agency and/or the Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2. INDEMNITIES

2.1 Subject to the Agency and/or the relevant Sub-Contractor acting in accordance with the provisions of paragraphs 1.2 to 1.4 of Part C of this Framework Schedule and in accordance with all applicable employment procedures set out in applicable Law and subject also to paragraph 2.4 of Part C of this Framework Schedule, CCS shall:

2.1.1 indemnify the Agency and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of

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any employees of CCS referred to in paragraph 1.2 of Part C of this Framework Schedule made pursuant to the provisions of paragraph 1.4 of Part C of this Framework Schedule provided that the Agency takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

2.1.2 procure that the Former Supplier indemnifies the Agency and/or any Notified Sub-Contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier made pursuant to the provisions of paragraph 1.4 of Part C of this Framework Schedule provided that the Agency takes, or shall procure that the relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.2 If any such person as is described in paragraph 1.2 of Part C of this Framework Schedule is neither re employed by CCS and/or the Former Supplier as appropriate nor dismissed by the Agency and/or any Sub-Contractor within the fifteen (15) Working Day period referred to in paragraph 1.4 of Part C of this Framework Schedule such person shall be treated as having transferred to the Agency and/or the Sub-Contractor (as appropriate) and the Agency shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under Law.

2.3 Where any person remains employed by the Agency and/or any Sub-Contractor pursuant to paragraph 2.2 of Part C of this Framework Schedule, all Employee Liabilities in relation to such employee shall remain with the Agency and/or the Sub-Contractor and the Agency shall indemnify CCS and any Former Supplier, and shall procure that the Sub-Contractor shall indemnify CCS and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Agency and/or employees of the Sub-Contractor.

2.4 The indemnities in paragraph 2.1 of Part C of this Framework Schedule:

2.4.1 shall not apply to:

2.4.1.1 any claim for:

a) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

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

c) in any case in relation to any alleged act or omission of the Agency and/or any Sub-Contractor; or

2.4.1.2 any claim that the termination of employment was unfair because the Agency and/or any Sub-Contractor neglected to follow a fair dismissal procedure; and

2.4.2 shall apply only where the notification referred to in paragraph 1.2 of Part C of this Framework Schedule is made by the Agency and/or any

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Sub-Contractor to CCS and, if applicable, Former Supplier within six (6) months of the Appointment Date.

3. PROCUREMENT OBLIGATIONS

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

PART D

EMPLOYMENT EXIT PROVISIONS

1. PRE-SERVICE TRANSFER OBLIGATIONS

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

1.1.1 receipt of a notification from CCS of a Service Transfer or intended Service Transfer;

1.1.2 receipt of the giving of notice of early termination or any partial termination of this Framework Agreement;

1.1.3 the date which is twenty four (24) months before the end of the Term; and

1.1.4 receipt of a written request of CCS at any time (provided that CCS shall only be entitled to make one such request in any six (6) month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Agency's Provisional Personnel List, together with the Staffing Information in relation to the Agency's Provisional Personnel List and it shall provide an updated Supplier's Provisional Personnel List at such intervals as are reasonably requested by CCS.

1.2 At least twenty (20) Working Days prior to the Service Transfer Date, the Agency shall provide to CCS or at the direction of CCS to any Replacement Supplier and/or any Replacement Sub-Contractor:

1.2.1 the Agency's Final Personnel List, which shall identify which of the Staff are Transferring Agency Employees; and

1.2.2 the Staffing Information in relation to the Agency's Final Personnel List (insofar as such information has not previously been provided).

1.3 CCS shall be permitted to use and disclose information provided by the Agency under and 1.2 of Part D of this Framework Schedule for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-Contractor.

1.4 The Agency warrants, for the benefit of CCS, any Replacement Supplier, and any Replacement Sub-Contractor that all information provided pursuant to paragraphs 1.1 and 1.2 of Part D of this Framework Schedule shall be true and accurate in all material respects.

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1.5 From the date of the earliest event referred to in paragraph 1.1 of Part D of this Framework Schedule, the Agency agrees, that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Agency's Provisional Personnel List and shall not without the approval of CCS (not to be unreasonably withheld or delayed):

1.5.1 replace or re-deploy any Staff listed on the Agency Provisional Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

1.5.2 make, promise, propose or permit any material changes to the terms and conditions of employment of the Staff (including any payments connected with the termination of employment);

1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Staff save for fulfilling assignments and projects previously scheduled and agreed;

1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Agency's Provisional Personnel List;

1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or

1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Agency's Provisional Personnel List save by due disciplinary process,

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

1.6 During the Term, the Agency shall provide to CCS any information CCS may reasonably require relating to any individual employed, assigned or engaged in providing the Services (subject to any limitations imposed by the Data Protection Legislation) including without limitation the Staffing Information and, upon reasonable request by CCS and subject only to any limitation imposed by the Data Protection Legislation, the Agency shall provide, and shall procure that each Sub-Contractor shall provide, CCS or, at the direction of CCS to a Replacement Supplier and/or any Replacement Sub-Contractor with access (on reasonable notice and during normal working hours) to such employment records as CCS reasonably requests and shall allow CCS or at CCS's direction, the Replacement Supplier and/or any Replacement Sub-Contractor to have copies of any such documents.

1.7 The Agency shall provide, and shall procure that each Sub-Contractor shall provide, all reasonable cooperation and assistance to CCS, any Replacement

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

1.7.1 the most recent month's copy pay slip data;

1.7.2 details of cumulative pay for tax and pension purposes;

1.7.3 details of cumulative tax paid;

1.7.4 tax code;

1.7.5 details of any voluntary deductions from pay; and

1.7.6 bank/building society account details for payroll purposes.

2. EMPLOYMENT REGULATIONS EXIT PROVISIONS

2.1 CCS and the Agency acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or partial termination of this Framework Agreement or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-Contractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. CCS and the Agency further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Agency and the Transferring Agency Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Agency shall, and shall procure that each Sub-Contractor shall, comply with all its obligations in respect of the Transferring Agency Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Agency Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the

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Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Agency and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-Contractor.

2.3 Subject to paragraph 2.6 of Part D of this Framework Schedule, the Agency shall indemnify CCS and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined in the Employment Regulations) arising from or as a result of:

2.3.1 any act or omission of the Agency or any Sub-Contractor whether occurring before, on or after the Service Transfer Date;

2.3.2 the breach or non-observance by the Agency or any Sub-Contractor occurring on or before the Service Transfer Date of:

2.3.2.1 any collective agreement applicable to the Transferring Agency Employees; and/or

2.3.2.2 any other custom or practice with a trade union or staff association in respect of any Transferring Agency Employees which the Agency or any Sub-Contractor is contractually bound to honour;

2.3.3 any claim by any trade union or other body or person representing any Transferring Agency Employees arising from or connected with any failure by the Agency or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

2.3.4.1 in relation to any Transferring Agency Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and

2.3.4.2 in relation to any employee who is not a Transferring Agency Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Agency to CCS and/or Replacement Supplier and/or any Replacement Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;

2.3.5 a failure of the Agency or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Agency Employees in respect of the period up to (and including) the Service Transfer Date);

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2.3.6 any claim made by or in respect of any person employed or formerly employed by the Agency or any Sub-Contractor other than a Transferring Supplier Employee for whom it is alleged CCS and/or the Replacement Supplier and/or any Replacement Sub-Contractor may be liable by virtue of this Framework Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and

2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Agency or any Sub-Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by CCS and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in paragraphs 2.3 of Part D of this Framework Schedule shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date); or

2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Sub-Contractor's failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not a Transferring Supplier Employee claims, or it is determined in relation to any person who is not a Transferring Supplier Employee, that his/her contract of employment has been transferred from the Agency or any Sub-Contractor to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

2.5.1 CCS shall procure that the Replacement Supplier shall, or any Replacement Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Agency; and

2.5.2 the Agency may offer (or may procure that a Sub-Contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.

2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Agency or a Sub-Contractor, CCS shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-Contractor shall, immediately

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release or procure the release of the person from his/her employment or alleged employment.

2.7 If after the fifteen (15) Working Day period specified in paragraph 2.5.2 of Part D of this Framework Schedule has elapsed:

2.7.1 no such offer of employment has been made;

2.7.2 such offer has been made but not accepted; or

2.7.3 the situation has not otherwise been resolved

CCS shall advise the Replacement Supplier and/or Replacement Sub-Contractor, as appropriate that it may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

2.8 Subject to the Replacement Supplier and/or Replacement Sub-Contractor acting in accordance with the provisions of paragraphs 2.5 to 2.7 of Part D of this Framework Schedule and in accordance with all applicable proper employment procedures set out in applicable Law, the Agency shall indemnify the Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination pursuant to the provisions of paragraph 2.7 of Part D of this Framework Schedule provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in paragraph 2.8 of Part D of this Framework Schedule:

2.9.1 shall not apply to:

2.9.1.1 any claim for:

a) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

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

c) in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor; or

2.9.1.2 any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-Contractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in paragraph 2.5.1of Part D of this Framework Schedule is made by the Replacement Supplier and/or Replacement Sub-Contractor to the Agency within six (6) months of the Service Transfer Date .

2.10 If any such person as is described in paragraph 2.5 of Part D of this Framework Schedule is neither re-employed by the Agency or any Sub-Contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-Contractor

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within the time scales set out in paragraphs 2.5 to 2.7 of Part D of this Framework Schedule, such person shall be treated as a Transferring Supplier Employee and the Replacement Supplier and/or Replacement Sub-Contractor shall comply with such obligations as may be imposed upon it under applicable Law.

2.11 The Agency shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Agency Employees before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

2.11.1 the Agency and/or any Sub-Contractor; and

2.11.2 the Replacement Supplier and/or the Replacement Sub-Contractor.

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

2.13 Subject to paragraph 2.14 of Part D of this Framework Schedule, CCS shall procure that the Replacement Supplier indemnifies the Agency on its own behalf and on behalf of any Replacement Sub-Contractor and its sub-contractors against any Employee Liabilities in respect of each Transferring Supplier Employee (or, where applicable any employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee) arising from or as a result of:

2.13.1 any act or omission of the Replacement Supplier and/or Replacement Sub-Contractor;

2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Sub-Contractor on or after the Service Transfer Date of:

2.13.2.1 any collective agreement applicable to the Transferring Agency Employees; and/or

2.13.2.2 any custom or practice in respect of any Transferring Agency Employees which the Replacement Supplier and/or Replacement Sub-Contractor is contractually bound to honour;

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2.13.3 any claim by any trade union or other body or person representing any Transferring Agency Employees arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;

2.13.4 any proposal by the Replacement Supplier and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Agency Employees on or after their transfer to the Replacement Supplier or Replacement Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;

2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-Contractor to, or in respect of, any Transferring Supplier Employee on or before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Agency in writing;

2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

2.13.6.1 in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and

2.13.6.2 in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Agency or Sub-Contractor, to the Replacement Supplier or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

2.13.7 a failure of the Replacement Supplier or Replacement Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Agency Employees in respect of the period from (and including) the Service Transfer Date; and

2.13.8 any claim made by or in respect of a Transferring Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-

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Contractor in relation to obligations under regulation 13 of the Employment Regulations.

2.14 The indemnities in paragraph 2.13 of Part D of this Framework Schedule shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Agency and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Relevant Transfer Date, including any Employee Liabilities arising from the failure by the Agency and/or any Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations.

ANNEX 1: PENSIONS

The provisions of this Annex shall apply in respect of the Transferring Employees who transfer from CCS to the Agency.

1. DEFINITIONS

1.1 In this Annex the following definitions shall apply:

"Fair Deal Employee"	means those Transferring Former Supplier Employees whose period of continuous employment commenced with, and who originally transferred from employment with, central or local government or a public sector employer pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), and who remain in employment relating to the provision of foods and/or services to which that Relevant Transfer applied;
"PCSPS"	means the Principal Civil Service Pension Scheme available to employees of the civil service and employees of bodies under the Superannuation Act 1972, as governed by rules adopted by Parliament;
"PCSPS Admission Agreement"	means an admission agreement by which the Agency agrees to participate in the PCSPS as amended from time to time;
"Pension Member"	means each Transferring Authority Employee who remains or becomes a member of the PCSPS under paragraph 3.1 of this Annex and who has not subsequently ceased to be an active member of the PCSPS; and
"Transferring Employee"	means each Transferring Authority Employee and each Fair Deal Employee.

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2. PARTICIPATION

2.1 The Agency and CCS undertake to do all such things and execute any documents (including the PCSPS Admission Agreement) as may be required to enable the Agency to participate in the PCSPS in respect of the Pension Members.

2.2 All costs that the Parties reasonably incur in connection with the negotiation, preparation and execution of documents to facilitate the Agency participating in the PCSPS shall be borne by the Agency.

3. FUTURE SERVICE BENEFITS

3.1 Subject to compliance by CCS with paragraph 2.1 of this Annex, the Agency shall procure that the Transferring Employees who are members or eligible to be members of the PCSPS shall be either automatically enrolled in or offered continued membership of the relevant section of the PCSPS that they currently contribute to or would have become eligible to join immediately prior to the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of PCSPS for service from (and including) the Relevant Transfer Date.

3.2 The Agency shall procure that there shall be provided for each Transferring Employee, as far as practicable, on termination of employment by the Agency on or after the Relevant Transfer Date, continued rights under, or rights which replicate those to which such Transferring Employee would have been entitled under, the Civil Service Compensation Scheme (pursuant to section 1 of the Superannuation Act 1972) had he remained in the employment of CCS or, if any such Transferring Employee cannot be given in any respect such equivalent rights to which he would have been entitled under the Civil Service Compensation Scheme, he shall be provided with compensation by the Agency that is broadly comparable or of equal value to the lost entitlement.

4. FUNDING

4.1 The Agency undertakes to pay to the PCSPS such employer contributions as are provided for in the PCSPS Admission Agreement and shall deduct and pay to the PCSPS such employee contributions as are required by the PCSPS.

4.2 The Agency shall indemnify and keep indemnified CCS on demand against any claim by or payment to the PCSPS in respect of the non-payment or the late payment of any sum payable by the Agency to or in respect of the PCSPS.

5. PROVISION OF INFORMATION

5.1 The Agency and CCS respectively undertake to each other:

5.1.1 to provide all information which the other Party may reasonably request concerning matters referred to in this Annex and the information shall be supplied as expeditiously as possible; and

5.1.2 not to issue any announcements to the Transferring Employees concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

6. INDEMNITIES

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6.1 The Agency undertakes to CCS to indemnify and keep indemnified CCS on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Transferring Authority Employees arising in respect of Service on or after the Relevant Transfer Date which relate to the payment of benefits under an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the PCSPS.

6.2 CCS undertakes to the Agency to indemnify and keep indemnified the Agency on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Transferring Authority Employees arising in respect of service prior to the Relevant Transfer Date which relate to the payment of benefits under an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the PCSPS.

7. EMPLOYER OBLIGATION

7.1 The Agency shall comply with the requirements of the Pensions Act 2008 and the Transfer of Employment (Pension Protection) Regulations 2005 in relation to all relevant employees.

8. SUBSEQUENT TRANSFERS

8.1 The Agency shall:

8.1.1 not adversely affect pension rights accrued by any Pension Member in the period ending on the date of the relevant future transfer; and

8.1.2 provide all such co-operation and assistance as the Replacement Supplier and/or CCS may reasonably require to enable the Replacement Supplier to participate in the PCSPS in respect of the Pension Members.

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ANNEX 2: LIST OF NOTIFIED SUB-CONTRACTORS

Name	Registered Address	Trading Status	Company Registration Number
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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FRAMEWORK SCHEDULE 12: BUSINESS CONTINUITY AND DISASTER RECOVERY

1. DEFINITIONS

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

"Business Continuity Plan" or "BCDR Plan"	has the meaning given to it in paragraph 2.2.1.2 of this Schedule;
"Disaster"	means the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for twenty (20) days (for the purposes of this definition the **"Disaster Period**")
"Disaster Recovery Plan"	has the meaning given to it in 2.2.1.3 of this Schedule;
"Disaster Recovery System"	means the system embodied in the processes and procedures for restoring the provision of Services following the occurrence of a disaster;
"Related Supplier"	means any person who provides goods and/or services to a Client which are related to the Services from time to time;
"Review Report"	has the meaning given to it in paragraph 6.2 of this Schedule;
"Supplier's Proposals"	has the meaning given to it in paragraph 6.2.3 of this Schedule;

2. BCDR PLAN

2.1 Within thirty (30) Working Days from the Appointment Date the Agency shall prepare and deliver to CCS for CCS's written approval a plan, which shall detail the processes and arrangements that the Agency shall follow to:

2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and

2.1.2 the recovery of the Services in the event of a Disaster.

2.2 The BCDR Plan shall:

2.2.1 be divided into three parts:

2.2.1.1 Part A which shall set out general principles applicable to the BCDR Plan;

2.2.1.2 Part B which shall relate to business continuity (the **"Business Continuity Plan"**); and

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2.2.1.3 Part C which shall relate to disaster recovery (the **"Disaster Recovery Plan"**); and

2.2.2 unless otherwise required by CCS in writing, be based upon and be consistent with the provisions of paragraphs 3, 4 and 5.

2.3 Following receipt of the draft BCDR Plan from the Agency, CCS shall:

2.3.1 review and comment on the draft BCDR Plan as soon as reasonably practicable; and

2.3.2 notify the Agency in writing that it approves or rejects the draft BCDR Plan no later than twenty (20) Working Days after the date on which the draft BCDR Plan is first delivered to CCS.

2.4 If CCS rejects the draft BCDR Plan:

2.4.1 CCS shall inform the Agency in writing of its reasons for its rejection; and

2.4.2 the Agency shall then revise the draft BCDR Plan (taking reasonable account of CCS's comments) and shall re-submit a revised draft BCDR Plan to CCS for CCS's approval within twenty (20) Working Days of the date of CCS's notice of rejection. The provisions of paragraphs 2.3 and 2.4 of this Schedule shall apply again to any resubmitted draft BCDR Plan, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3. PART A OF THE BCDR PLAN AND GENERAL PRINCIPLES AND REQUIREMENTS

3.1 Part A of the BCDR Plan shall:

3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the operation of the provision of the Services and any services provided to CCS by a Related Supplier;

3.1.3 contain an obligation upon the Agency to liaise with CCS and (at CCS's request) any Related Suppliers with respect to issues concerning business continuity and disaster recovery where applicable;

3.1.4 detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of CCS and any of its other Related Supplier in each case as notified to the Agency by CCS from time to time;

3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by CCS;

3.1.6 contain a risk analysis, including:

3.1.6.1 failure or disruption scenarios and assessments and estimates of frequency of occurrence;

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3.1.6.2 identification of any single points of failure within the provision of Services and processes for managing the risks arising there from;

3.1.6.3 identification of risks arising from the interaction of the provision of Services and with the services provided by a Related Supplier; and

3.1.6.4 a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;

3.1.7 provide for documentation of processes, including business processes, and procedures;

3.1.8 set out key contact details (including roles and responsibilities) for the Agency (and any Sub-Contractors) and for CCS;

3.1.9 identify the procedures for reverting to "normal service";

3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no more than the accepted amount of data loss and to preserve data integrity;

3.1.11 identify the responsibilities (if any) that CCS has agreed it will assume in the event of the invocation of the BCDR Plan; and

3.1.12 provide for the provision of technical advice and assistance to key contacts at CCS as notified by CCS from time to time to inform decisions in support of CCS's business continuity plans.

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

3.2.1 the Services are provided in accordance with this Framework Agreement and any Call-Off Contract at all times during and after the invocation of the BCDR Plan;

3.2.2 the adverse impact of any Disaster, service failure, or disruption on the operations of CCS and/or any Client is minimal as far as reasonably possible;

3.2.3 it complies with the relevant provisions of ISO/IEC 27002 and all other industry standards from time to time in force; and

3.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.

3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the provision of Services.

3.4 The Agency shall not be entitled to any relief from its obligations under the KPIs or any service levels in any relevant Call-Off Contract or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Agency of this Framework Agreement Contract.

4. BUSINESS CONTINUITY PLAN - PRINCIPLES AND CONTENTS

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4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services including, unless CCS expressly states otherwise in writing:

4.1.1 the alternative processes (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Services; and

4.1.2 the steps to be taken by the Agency upon resumption of the provision of Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

4.2 The Business Continuity Plan shall:

4.2.1 address the various possible levels of failures of or disruptions to the provision of Services;

4.2.2 set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such goods, services and steps, the "**Business Continuity Services**");

4.2.3 specify any applicable KPIs and/or service levels under any relevant Call-Off Contract with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the KPIs and/or service levels in respect of the provision of other Services during any period of invocation of the Business Continuity Plan; and

4.2.4 clearly set out the conditions and/or circumstances under which the Business Continuity Plan is invoked.

5. DISASTER RECOVERY PLAN - PRINCIPLES AND CONTENTS

5.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Agency ensures continuity of the business operations of CCS supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

5.2 The Disaster Recovery Plan shall be invoked only upon the occurrence of a Disaster.

5.3 The Disaster Recovery Plan shall include the following:

5.3.1 the technical design and build specification of the Disaster Recovery System;

5.3.2 details of the procedures and processes to be put in place by the Agency in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:

5.3.2.1 backup methodology and details of the Agency's approach to data back-up and data verification;

5.3.2.2 identification of all potential disaster scenarios;

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5.3.2.3 risk analysis;

5.3.2.4 documentation of processes and procedures;

5.3.2.5 invocation rules;

5.3.2.6 Service recovery procedures; and

5.3.2.7 steps to be taken upon resumption of the provision of Services to address any prevailing effect of the failure or disruption of the provision of Services;

5.3.3 any applicable KPIs and/or service levels under any relevant Call-Off Contract with respect to the provision of the Disaster Recovery Services and details of any agreed relaxation to the KPIs and/or service levels under any relevant Call-Off Contract in respect of the provision of other Services during any period of invocation of the Disaster Recovery Plan;

5.3.4 details of how the Agency shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

5.3.5 access controls to any disaster recovery sites used by the Agency in relation to its obligations pursuant to this Schedule; and

5.3.6 testing and management arrangements.

6. REVIEW AND AMENDMENT OF THE BCDR PLAN

6.1 The Agency shall review the BCDR Plan (and the risk analysis on which it is based):

6.1.1 on a regular basis and as a minimum once every six (6) months;

6.1.2 within three calendar months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 7; and

6.1.3 where CCS requests any additional reviews (over and above those provided for in paragraphs 6.1.1 and 6.1.2 of this Schedule) by notifying the Agency to such effect in writing, whereupon the Agency shall conduct such reviews in accordance with CCS's written requirements. Prior to starting its review, the Agency shall provide an accurate written estimate of the total costs payable by CCS for CCS's approval. The costs of both Parties of any such additional reviews shall be met by CCS except that the Agency shall not be entitled to charge CCS for any costs that it may incur above any estimate without CCS's prior written approval.

6.2 Each review of the BCDR Plan pursuant to paragraph 6.1 of this Schedule shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Agency within the

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period required by the BCDR Plan or, if no such period is required, within such period as CCS shall reasonably require. The Agency shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to CCS a report (a **"Review Report"**) setting out:

6.2.1 the findings of the review;

6.2.2 any changes in the risk profile associated with the provision of Services; and

6.2.3 the Agency's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Agency can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any goods, services or systems provided by a third party.

6.3 Following receipt of the Review Report and the Agency's Proposals, CCS shall:

6.3.1 review and comment on the Review Report and the Agency's Proposals as soon as reasonably practicable; and

6.3.2 notify the Agency in writing that it approves or rejects the Review Report and the Agency's Proposals no later than twenty (20) Working Days after the date on which they are first delivered to CCS.

6.4 If CCS rejects the Review Report and/or the Agency's Proposals:

6.4.1 CCS shall inform the Agency in writing of its reasons for its rejection; and

6.4.2 the Agency shall then revise the Review Report and/or the Agency's Proposals as the case may be (taking reasonable account of CCS's comments and carrying out any necessary actions in connection with the revision) and shall re-submit a revised Review Report and/or revised Supplier's Proposals to CCS for CCS's approval within twenty (20) Working Days of the date of CCS's notice of rejection. The provisions of paragraphs 6.3 and 6.4 of this Schedule shall apply again to any resubmitted Review Report and Supplier's Proposals, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

6.5 The Agency shall as soon as is reasonably practicable after receiving CCS's approval of the Agency's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Agency's Proposals. Any such change shall be at the Agency's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

7. TESTING OF THE BCDR PLAN

7.1 The Agency shall test the BCDR Plan on a regular basis (and in any event not less than once in every Contract Year). Subject to paragraph 7.2 of this Schedule, CCS may require the Agency to conduct additional tests of some or all aspects of the BCDR Plan at any time where CCS considers it necessary, including where there has been any change to the Services or any underlying business processes, or on

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the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.

7.2 If CCS requires an additional test of the BCDR Plan, it shall give the Agency written notice and the Agency shall conduct the test in accordance with CCS's requirements and the relevant provisions of the BCDR Plan. The Agency's costs of the additional test shall be borne by CCS unless the BCDR Plan fails the additional test in which case the Agency's costs of that failed test shall be borne by the Agency.

7.3 The Agency shall undertake and manage testing of the BCDR Plan in full consultation with CCS and shall liaise with CCS in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of CCS in this regard. Each test shall be carried out under the supervision of CCS or its nominee.

7.4 The Agency shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with CCS. Copies of live test data used in any such testing shall be (if so required by CCS) destroyed or returned to CCS on completion of the test.

7.5 The Agency shall, within twenty (20) Working Days of the conclusion of each test, provide to CCS a report setting out:

7.5.1 the outcome of the test;

7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

7.5.3 the Agency's proposals for remedying any such failures.

7.6 Following each test, the Agency shall take all measures requested by CCS, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Agency, at no additional cost to CCS, by the date reasonably required by CCS and set out in such notice.

7.7 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Agency of any of its obligations under this Framework Agreement.

7.8 The Agency shall also perform a test of the BCDR Plan in the event of any major reconfiguration of the Services or as otherwise reasonably requested by CCS.

8. INVOCATION OF THE BCDR PLAN

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

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FRAMEWORK SCHEDULE 13: AUDITOR NON-DISCLOSURE AGREEMENT

Mutual Nondisclosure Agreement

between

[Agency] and [Auditor]

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

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

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

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

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

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

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

Therefore, it is agreed as follows:

1. During the course of the Purpose, a party (the "Disclosing Party") may provide access to or disclose, whether orally or in writing or by access to computer systems or data, to the other party (the "Recipient") information and/or processes which the Disclosing Party considers confidential and which (a) relates to the Disclosing Party's past, present and future research, development, business activities, products, software, services, fees, pricing and technical knowledge, and / or (b) relates to the Client; and / or (c) has been identified as confidential or would be understood to be confidential by a reasonable person under the circumstances ("Confidential Information"). Confidential Information shall also include, without limitation, all information regarding Disclosing Party's and its affiliates' compensation and rates whether obtained from media vendors or other suppliers, financial information and materials, trade secrets, and proprietary and confidential technical, marketing, and business information and the like relating to customers, suppliers, clients, or otherwise to a Disclosing Party's and its affiliates' business or potential interests which are supplied to or received by Recipient.

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2. Confidential Information shall not include information that:

   a. Is rightfully known to Recipient prior to its disclosure hereunder without an obligation to keep it confidential; or

   b. Is disclosed by Disclosing Party to any other person or entity (including governmental agencies) without restriction or other expectation of confidentiality (other than in the case of (i) an inadvertent disclosure of such information or (ii) a disclosure in breach of a confidentiality obligation); or

   c. Is independently developed by Recipient without use of or reliance on Confidential Information; or

   d. Is or becomes publicly available without violation of this Agreement or may be lawfully obtained by Recipient from a non-party who is not required to maintain its confidentiality.

3. Recipient agrees to take reasonable measures to protect the confidentiality of the Disclosing Party's Confidential Information that it receives, but no less than the standard of care Recipient applies to its own confidential information and, except as requested or directed by the Disclosing Party, or as permitted in this Agreement, Recipient will not disclose the Disclosing Party's Confidential Information to third parties without the Disclosing Party's prior consent.

4. Auditor may disclose Agency's Confidential Information (i) solely to Client (CCS, GCS or any other Crown Body provided that the Client informs the recipient Crown Body of the confidential nature of the Confidential Information) in furtherance of the Purpose and in a manner consistent with clause 5; (ii) pursuant to the requirements of the FOIA or the Environmental Information Regulations 2004. The Agency acknowledges that public bodies including the Client, CCS, GCS and other Crown Bodies, may be required under the FOIA or the Environmental Information Regulations 2004 to disclose information including the Confidential Information disclosed to the Client, CCS, GCS or other Crown Body by the Auditor as allowed by this Agreement without consulting or obtaining consent from the Agency; (iii) to the extent the need for disclosure arises for the purpose of the examination and certification of the accounts of the Client, CCS, GCS or other Crown Body or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client, CCS or relevant Crown Body is carrying out its public functions; (iv) if the Client, CCS, GCS or Crown Body has reasonable grounds to believe that the Agency is involved in activity that may constitute a serious criminal office and the disclosure is made to a relevant investigating enforcement authority; (v) as may be requested or directed by Agency in connection with the Purpose; and (vi) to its subsidiaries or other member firms and other parties that Auditor engages to assist with its back office business operations (e.g. IT support, outsourcers), and/or for internal, administrative and/or regulatory compliance purposes who reasonably require access to such information for purposes of the Purpose ("Auditor Disclosee"); provided that such Auditor Disclosee have been informed of the confidential nature of the Agency's Confidential Information and agree to be bound by confidentiality obligations to Auditor commensurate with the terms hereof. Notwithstanding the foregoing, Auditor shall be responsible for all Confidential Information provided to any Auditor Disclosee. For the avoidance of doubt, Auditor shall not use Confidential Information for any purpose other than the Purpose and Auditor is not permitted to use any Confidential Information provided by Agency to Auditor including Client's

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media pricing and / or efficiency data, whether in aggregated and anonymised form or not, for the purpose of media pricing and / or media efficiency comparative audit services (including the development or enhancement of any media pricing, quality or efficiency comparative pools) for either itself or Auditor's other clients.

5. **[Auditor and Agency will discuss the following provision with the Client prior to execution of the NDA].** Without Agency's written consent, Auditor will not disclose, even in an anonymised manner, any of Agency's Confidential Information to the Client relating to the Agency's or its affiliates':

   a. agreements with vendors (including agency volume rebate agreements) or total agency billings information or rebate by media type (e.g. TV);

   b. risk management systems;

   c. profit and loss account information;

   d. trade secrets, information relating to your other clients;

   e. policies and procedures;

   f. any salary, payroll and personnel records; or

   g. any research, technology or methodology.

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

6. Notwithstanding anything to the contrary in this Agreement, the Recipient may disclose the Disclosing Party's Confidential Information as may be required by applicable law, statute, rule or regulation (including any court order, subpoena or other similar form of legal process) with which the Recipient is legally bound to comply, or by professional standards. In such instance, Recipient shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement to the contrary) provide the Disclosing Party with prior written notice (if permitted by law) so that the Disclosing Party may object to the request and/or seek an appropriate protective order. In the event that such protective order is not obtained, the Recipient shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature.

7. All of the Disclosing Party's Confidential Information provided to the Disclosing Party and any copies thereof or derivatives thereof in whatever form shall be returned to the Disclosing Party upon request or upon completion or termination of the Purpose. Notwithstanding the foregoing or anything to the contrary, Auditor may retain its work papers, the deliverables and the Agency's Confidential Information to comply with its obligations to CCS, its document retention policies, applicable law, rule, regulation or professional standards. Any information so retained shall be maintained in confidence in accordance with this Agreement and not subject to clause 9 below.

8. Recipient recognizes the confidential and proprietary nature of the Disclosing Party's Confidential Information and acknowledges that in the event of a breach of this Agreement, the Disclosing Party may suffer irreparable harm. Accordingly, Disclosing

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Party shall be entitled to seek injunctive relief in the event of a breach or threatened breach of this Agreement, as well as all other applicable remedies at law or in equity.

9. **[Auditor and Agency will discuss the following provision with the client prior to execution of the NDA].** Auditor will provide Agency with all findings that will be included within its draft audit report, with relevant workings where applicable, including the basis of calculation of any under-reporting, but excluding any process findings that relate to the Client, 5 (five) business days prior to issuing its report relating to the Purpose to the Client, in order to give Agency the opportunity to comment on the findings. Auditor will accept Agency's comments at Auditor's sole discretion.

10. This Agreement shall be governed and construed pursuant to the laws of England and Wales, without giving effect to any conflict-of-law provisions that would require the laws of another jurisdiction to apply and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute (contractual or non-contractual arising from it.

11. Auditor's confidentiality obligations under this Agreement will terminate upon three years from date of execution.

12. No license or other right is hereby granted, either express or implied, to either party: (i) with respect to the Confidential Information; or (ii) under any patent, patent application, copyright, trademark or other proprietary right now or hereafter owned or controlled by Agency or one of its affiliates.

13. No party to this Agreement may assign or transfer this Agreement, or any rights, obligations, claims or proceeds from claims arising under it, without the prior written consent of the other party, and any assignment without such consent shall be void and invalid.

14. Each party's aggregate liability to the other party for all claims, losses, liabilities or damages in connection with this Agreement or its subject matter, whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to no more than [insert amount and currency – £XXX]. In addition, neither party will be liable to the other party in any event for lost profits, consequential, indirect, punitive, exemplary or special damages. Also, neither party shall have any liability to the other party arising from nor relating to any third party hardware, software, information or materials selected or supplied by or on behalf of the other party.

15. Confidential Information disclosed by Disclosing Party shall not constitute any representation, warranty, assurance, guarantee or inducement of any kind, including with respect to the non-infringement of intellectual property or other rights of third parties. Disclosing Party disclaims any and all liability that may be based on the Confidential Information (including any errors or omissions with respect thereto).

16. The Parties agree that this Agreement does not modify the existing agreements between Agency and Client and the existing agreements between Auditor and Client (the "Existing Agreements").

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17. If all or any portion of a provision of this Agreement is found to be unenforceable or invalid, the remainder of such provision and this Agreement shall be enforced to the maximum extent permitted by law.
18. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single document between the parties. Counterparts may be exchanged by facsimile, or attached as a pdf, jpeg, or similar file type to an email.
19. This Agreement represents the entire agreement between the Parties hereto with regard to the subject matter hereof, and supersedes any prior understandings, proposals or agreements, if any, between Auditor and Agency concerning either party's Confidential Information as it relates to the Purpose. Any changes to this Agreement must be agreed by the parties in writing.
20. IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative as of the Effective Date.

[Auditor]	**[Agency]:**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

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SCHEDULE 14 PROCESSING, PERSONAL DATA AND DATA SUBJECTS

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

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

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SCHEDULE 15 AGENCY STAFF LIST

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

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