Lots 1 to 3 (P23)

Schedule 09A Marketing

This Schedule 9A applies to Lots 1 to 3 (P23) instead of Schedule 09



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## Introduction

* 1. This Schedule 9A describes the activities that each PSCP will carry out as part of its ongoing commitment to the marketing of the Framework Agreement to Clients*.*

## Marketing Contact Details

* 1. Each PSCP shall on commencement of the Framework Agreement provide contact details for the individual within the PSCPs organisation responsible for marketing matters relating to Lots 1 to 3 (P23).

## Publications

* 1. The PSCP shall obtain and shall procure that the Supply Chain obtains written approval from the Authority prior to publishing any content, press announcement or using the Authority, any Client’s name or brand in any promotion or marketing or giving other publicity in relation to this Framework Agreement through any media.
	2. The PSCP will ensure that any approved content is regularly maintained and updated. If the PSCP fails to maintain or update content the Authority may notify the PSCP that if such failure is not rectified within one (1) Month of receipt of such notice, the Authority shall either remove the content itself or require that the PSCP immediately arranges its removal, failing which the PSCP shall be in Material Default.
	3. The Authority may periodically update and revise marketing materials. The PSCP shall supply current information for inclusion in such marketing materials when required by the Authority and in the form of any completed template to be supplied by the Authority in accordance with the instruction for completion and the date for its return. If the PSCP fails to comply with the requirements of this Clause the PSCP shall be excluded from such marketing materials.

* 1. Each Party acknowledges to the other that nothing in this Framework Agreement expressly or impliedly constitutes an approval and/or endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way which might suggest otherwise.
	2. The PSCP shall comply with branding rules specified by the Authority in any promotion or marketing in relation to the performance of the Framework Agreement or any Scheme Agreement or Project Agreement.
	3. The PSCP shall undertake marketing of this Framework Agreement and the Works and Services on behalf of the Authority to Clients. Any marketing materials in relation to this Framework Agreement that the PSCP produces must comply in all respects with the requirements of Schedule 9A and Framework Schedule 12 (ProjectShare and standardshare). The PSCP will periodically update and revise such marketing materials.
	4. The PSCP shall keep the content of any information which appears on the PSCP’s website and which relates to this Framework Agreement under review and ensure that such information up to date at all times.

This information can be made available in alternative formats, such as easy read or large print, and may be available in alternative languages, upon request. Please contact nhsi.procureconstruction@nhs.net

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