



**APPENDIX B - BTA1993 – DPS – COMMERCIAL PARTNERSHIPS & RELATED SERVICES – COLLABORATION AGREEMENT (LOTS 1 – 5 ONLY)**

**BTA1993 - COLLABORATION  
AGREEMENT – COMMERCIAL PARTNERSHIPS**

between

**British Tourist Authority**

trading as VisitBritain

and

**[insert supplier name]**

## PARTIES

**BRITISH TOURIST AUTHORITY** trading as VisitBritain and VisitEngland, a statutory body incorporated under the Development of Tourism Act 1969, with its office address at 3 Grosvenor Gardens, Victoria, London SW1W 0BD (“**VisitBritain**”); and

[insert name] a company incorporated in England and Wales under number [insert co. reg] whose registered office is at [insert address] (“**Associate**”), or

(each of VisitBritain and Associate being a **party** and together VisitBritain and Associate are the **Parties**).

## BACKGROUND

- A. The Associate is [insert company description].
- B. VisitBritain is funded by the Department for Digital, Culture, Media and Sport to promote Britain as a tourist destination. It also works in association with the national tourist boards in England, Scotland and Wales to promote an attractive image of all parts of Britain. It provides inspirational, impartial tourism information and gathers essential market intelligence and insights for the UK tourism industry.
- C. The parties have agreed to enter into this Agreement for the Services (defined below) on the terms set out below.
- D. The parties agree that this Agreement is supplemental to the DPS Agreement for Commercial Partnerships, and that the Associate has been appointed as a Supplier onto Lots ([X] to [X]) of the DPS Agreement. In the event of the termination or expiry of the DPS Agreement, this Agreement shall automatically expire.

## 1. DEFINITIONS AND INTERPRETATION

In this Agreement:

“Bribery Laws”	means the Bribery Act 2010 and all other applicable UK legislation, regulations and codes in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction;
“Call-Off Agreement”	means the terms and conditions in Schedule 4 of the DPS Agreement terms and conditions;
“Campaign”	means the project for which the Services are being provided, as set out in Schedule 1 of this Agreement;
“Confidential Information”	has the meaning given in clause 5 (Confidentiality);
“Contributions”	mean the contributions made by the parties in connection with the Services as set out in the Call-Off Agreement of this Agreement or any subsequent schedule as agreed between the parties for Additional Terms;

“Control”	means the power of a person to secure (i) by means of the holding of shares or the possession of voting power in an entity, or (ii) by virtue of any powers conferred by the articles of association or other document regulating or relating to an entity, that the affairs of that entity are conducted in accordance with that person’s wishes;
“DPS Agreement”	means the overarching set of terms and conditions for the provision of Commercial Partnership Services between the parties;
“Effective Date”	means the date given in clause 3.1 of this Agreement;
“Intellectual Property”	means any and all Intellectual Property Rights subsisting in any materials provided by one party to the other;
“Intellectual Property Rights”	means copyright, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trade-marks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: <ul style="list-style-type: none"> <li>• whether registered or not;</li> <li>• including any applications to protect or register such rights;</li> <li>• including all renewals and extensions of such rights or applications;</li> <li>• whether vested, contingent or future; and</li> <li>• wherever existing;</li> </ul>
“Regulations”	means any law, enactment, regulation, and regulatory policy, guideline, requirement and industry code of any Regulatory Authority (including good practice codes) applicable to any part of the Services or either party;
“Regulatory Authority”	means any person having governmental, regulatory, supervisory or other competent authority under any applicable Regulations over any part of the Services or the parties;
“Representatives”	has the meaning given in clause 5 (Confidentiality);
“Services”	mean the services set out in Schedule 1 of this Agreement;
“Term”	have the meanings given in clause 3 of this Agreement.

In this Agreement:

- (a) a reference to 'this Agreement', any specified clause in this agreement, any other document or any specified clause in any other document is to this agreement, that document or the specified clause in all cases as duly varied or novated from time to time in accordance with its terms;
- (b) a reference to a 'clause' or a 'Schedule' is to a clause of, or schedule to, this Agreement and a reference in a Schedule to a 'paragraph' or a 'part' is a reference to a paragraph or part of the relevant Schedule;
- (c) a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- (d) a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality);
- (e) a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- (f) words in the singular include the plural and vice versa;
- (g) a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- (h) a reference to a statute or a statutory provision is a reference to it as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under this agreement.

## **2. SERVICES AND CONTRIBUTIONS**

2.1. The parties agree to collaborate for the provision of Services in exchange for the Contributions.

2.2. Subject to clauses 3.1, 3.2 (Term) and 4 (Termination) below the parties agree that they will commit a budget for Contributions of a total value of [insert total value] for the Campaign as set out in the Initial Term Contributions Schedule and may agree additional Schedules for further Contributions up to a maximum value of [insert maximum value], to be signed by both parties.

## **3. TERM**

3.1. This Agreement starts from [insert date] and will, subject to clause 4 below, continue until for a two (2) year period ("**Term**") following which this Agreement will automatically expire.

3.2. Provided the parties have agreed to extend the Agreement for an Additional Term the parties shall, no less than one month prior to the end of the Initial Term or the current Additional Term, agree in advance and attach to this

Agreement a Contributions schedule setting out their agreed Contributions for the next Additional Term.

- 3.3. Unless extended in accordance with clause 3.1 above or terminated earlier in accordance with clause 4 below, this Agreement will automatically expire at the end of the Initial Term or each Additional Term.

#### 4. TERMINATION

- 4.1. VisitBritain may terminate this Agreement by giving at least one month's prior written notice to the Associate where circumstances arise which affect or could affect the progress of the Campaign and/or the delivery of the Campaign's anticipated results.
- 4.2. Termination of this Agreement for whatever reason shall not operate to affect any provisions that expressly or by implication survive termination.

#### 5. CONFIDENTIALITY

- 5.1. Each party undertakes that it shall keep any information that it has or acquires that is confidential in nature concerning the other party including, without limitation, its business, affairs, customers, clients, suppliers, plans or strategy ("**Confidential Information**") confidential and that it shall not use or disclose the other party's Confidential Information to any person, except as permitted by clause 5.2 below.
- 5.2. A party may:
- 5.2.1. disclose any Confidential Information to any of its employees, officers, representatives or advisers ("**Representatives**") who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that such party procures that each of its Representatives to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 5 as if it were a party to this Agreement;
  - 5.2.2. disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including, without limitation, any securities exchange) or any other authority of competent jurisdiction to be disclosed; and
  - 5.2.3. use Confidential Information only to perform any obligations under this Agreement.
- 5.3. This clause 5 will bind the parties during the Term of this Agreement and for a period of two years following termination of this Agreement and shall survive any termination thereof.

## 6. NON-SOLICITATION

- 6.1. In order to protect the legitimate business interests of each party, during the Term of this Agreement and for a period of two years following termination of this Agreement neither party shall, either directly or indirectly, by or through itself, its affiliate, its agent or otherwise, or in conjunction with its affiliate, its agent or otherwise, whether for its own benefit or for the benefit of any other person:
  - 6.1.1. solicit, entice or induce, or endeavour to solicit, entice or induce, any Restricted Person (defined below) of the other party with a view to employing or engaging the Restricted Person, or
  - 6.1.2. employ or engage, or offer to employ or engage a Restricted Person of the other party,  
  
without the prior written consent of the other party.
- 6.2. Notwithstanding clause 6.1 either party may employ or engage any Restricted Person of the other party who has responded directly to a bona fide recruitment drive either through a recruitment agency engaged by the other party or via an advertisement placed publicly by the other party (either in the press, social media, online or in trade and industry publications).
- 6.3. For the purposes of this clause 6 “**Restricted Person**” means any person employed or engaged by either party at any time during the Term who has or had material contact or dealings with the other party and any person employed or engaged by either party at any time during the Term in relation to the provision or receipt of the Services who has or had material contact or dealings with the other party.
- 6.4. This clause 6 shall survive any termination thereof.

## 7. ANTI-BRIBERY

- 7.1. Each party shall comply with applicable Bribery Laws, including ensuring that it has in place adequate procedures to ensure compliance with the Bribery Laws and use all reasonable endeavours to ensure that it complies with any internal bribery policies relating to prevention of bribery and corruption (as updated from time to time), and each shall use all reasonable endeavours to ensure that:
  - 7.1.1. all of that party’s personnel
  - 7.1.2. all others associated with that party, and
  - 7.1.3. all of that party’s sub-contractors,
  - 7.1.4. involved in performing the Services or with this Agreement so comply. The expressions 'adequate procedures' and 'associated' shall be construed in accordance with the Bribery Act 2010 and documents published under it.
- 7.2. Without limitation to clause 7.1 above, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to

be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

## **8. MARKETING AND SERVICES MATERIALS**

- 8.1. No press release relating to the Campaign shall be issued by VisitBritain or Associate without the mutual agreement in writing of both parties.
- 8.2. All Campaign creative material featuring either parties' Intellectual Property or otherwise relating specifically to the parties or the Campaign shall be approved in writing by VisitBritain and Associate prior to printing and online publication.
- 8.3. Where programmatic activity forms any part or whole of the media buy or campaign plans the Associate shall complete and ensure compliance with the UK Government International Programmatic Check List appended to this Agreement at Schedule 3.

## **9. INTELLECTUAL PROPERTY**

- 9.1. In consideration for the parties providing the Services and paying the Contributions, each party grants the other with effect from the Effective Date a licence to use each other's Intellectual Property, subject to the following licence conditions:
  - 9.1.1. Exclusivity: the licence is non-exclusive.
  - 9.1.2. Transferability: the licence is non-transferable.
  - 9.1.3. Territory: the licence relates to use of Intellectual Property worldwide.
  - 9.1.4. Purpose: the licensed Intellectual Property may only be used in connection with the Campaign.
  - 9.1.5. Duration: for the Term of this Agreement.
- 9.2. Subject to any other terms expressly agreed by the parties, each party grants the other a license of such of its Intellectual Property Rights as is necessary to enable the other party to fulfil its obligations under this Agreement or make use of the materials for the Services supplied under this Agreement but not otherwise. Subject to the foregoing, no other Intellectual Property Rights of either party is licensed as a result of this Agreement.
- 9.3. Each party shall be responsible for providing the other party with all relevant customer data, text, images, logos, booking widget information, technical support and fulfilment pieces as requested by a party for the performance of the Services set out in this Agreement at least five days before the dates of the Services.
- 9.4. Each party shall be entitled to use in any way it deems fit any skills, techniques or know how acquired or developed or used in performance of this Agreement provided always that such skills, techniques or know how do not:

- 9.4.1. infringe the other party's Intellectual Property Rights; or
  - 9.4.2. disclose or breach the confidentiality of the other party's Confidential Information.
- 9.5. Each party shall indemnify and keep indemnified and hold harmless the other party from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by it as a result of or in connection with any action, demand or claim that use or possession of any of the Services materials, infringes the Intellectual Property Rights of any third party ("**IPR Claim**"), provided that the indemnifying party (the "**Indemnifier**") have no such liability to the other party (the "**Indemnified**") if the Indemnified:
- 9.5.1. does not notify the Indemnifier in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible;
  - 9.5.2. makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of the Indemnifier (which shall not be unreasonably withheld or delayed);
  - 9.5.3. does not let the Indemnifier at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim; or
  - 9.5.4. does not, at the Indemnifier's request and own expense, give the Indemnifier all reasonable assistance in the circumstances described above.
- 9.6. If any IPR Claim is made or is reasonably likely to be made against the Indemnified, the Indemnifier shall promptly and at its own expense either:
- 9.6.1. modify or replace the infringing part of the Services materials and without adversely affecting the functionality of the Services materials as set out in this Agreement so as to avoid the infringement or alleged infringement,
  - 9.6.2. provided that if, the Indemnifier having used its reasonable endeavours, neither of the above can be accomplished on reasonable terms, the Indemnifier shall (without prejudice to the indemnity above) refund the Contribution in respect of the affected Services materials.

## **10. EXCLUSION AND LIMITATION OF LIABILITY**

- 10.1. The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be limited to the extent set out in this clause 10.



- 10.2. Subject to clauses 10.5 and 10.7, each party's total liability shall not exceed the sums payable under this Agreement.
- 10.3. Subject to clauses 10.5 and 10.7, neither party shall be liable for consequential, indirect or special losses.
- 10.4. Subject to clauses 10.5 and 10.7, neither party shall be liable for any of the following (whether direct or indirect):
  - 10.4.1. loss of profit;
  - 10.4.2. loss of data;
  - 10.4.3. loss of use;
  - 10.4.4. loss of production;
  - 10.4.5. loss of contract;
  - 10.4.6. loss of opportunity;
  - 10.4.7. harm to reputation or loss of goodwill.
- 10.5. The limitations of liability set out in clauses 10.2 to 10.4 shall not apply in respect of any indemnities given by either party under this Agreement.
- 10.6. Except as expressly stated in this Agreement, and subject to clause 10.7, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 10.7. Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:
  - 10.7.1. death or personal injury caused by negligence;
  - 10.7.2. fraud or fraudulent misrepresentation;
  - 10.7.3. any other losses which cannot be excluded or limited by applicable law;
  - 10.7.4. any losses caused by willful misconduct.

## **11.WARRANTIES**

- 11.1. Each party represents and warrants to the other party that:
  - 11.1.1. it has the right, power and authority to enter into this Agreement and grant to the other the rights (if any) contemplated in this Agreement and to perform its obligations under this Agreement;
  - 11.1.2. it has obtained authority and all necessary consents to enter into this Agreement;
  - 11.1.3. Services materials do not infringe the Intellectual Property Rights of any third party; and that
  - 11.1.4. any Services will be performed:

- 11.1.4.1. by suitably qualified and competent personnel who shall exercise all due skill and care and all due diligence in the execution thereof;
- 11.1.4.2. in accordance with good industry practice;
- 11.1.4.3. so as to conform with all statutory requirements and applicable regulations relating to the Services;
- 11.1.4.4. in such a way as not to cause any interruption to the business processes of either party.

**12. NOTICES**

12.1. Any notice given by a party under this Agreement shall be:

- 12.1.1. in writing and in English;
- 12.1.2. signed by, or on behalf of, the party giving it (except for notices sent by email);  
and
- 12.1.3. sent to the relevant party at the address set out in this clause.

12.2. Notices may be given, and are deemed received:

- 12.2.1. by hand: on receipt of a signature at the time of delivery;
- 12.2.2. by Royal Mail recorded signed for post on the second Business Day after posting;
- 12.2.3. by email immediately unless a failed delivery notification was received.

12.3. Notices and other communications shall be sent to:

<b>Associate Contact Details</b>	
Contact Person	
Address	
Telephone number	
Email address	

<b>VisitBritain Contact Details</b>	
Contact Person	
Address	
Telephone number	
Email address	

12.4. Any change to the contact details of a party as set out in this clause shall be notified to the other party in accordance with this clause and shall be effective:

12.4.1. on the date specified in the notice as being the date of such change; or

12.4.2. if no date is specified, four business days after the notice is deemed to be received.

12.5. All references to time are to the local time at the place of deemed receipt.

12.6. This clause does not apply to notices given in legal proceedings or arbitration.

### **13. FORCE MAJEURE**

13.1. In this clause 'Force Majeure' means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement. Inability to pay is not Force Majeure.

13.2. A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:

13.2.1. promptly notifies the other of the Force Majeure event and its expected duration; and

13.2.2. uses reasonable endeavours to minimise the effects of that event.

13.3. If, due to Force Majeure, a party:

13.3.1. is unable to perform a material obligation under this Agreement; or

13.3.2. is delayed in or prevented from performing its obligations under this Agreement for a continuous period of more than 10 business days,

then the other party may terminate this Agreement immediately by giving notice in writing to the other party.

#### **14. WAIVER**

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

#### **15. COSTS**

Each party will pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it), unless otherwise agreed in writing between the parties.

#### **16. SET OFF**

Each party must pay all sums that it owes to the other party under this agreement free and clear without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

#### **17. LANGUAGE**

The language of this Agreement is English. All documents, notices, waivers, variations and other written communications relating to this agreement will be in English.

If this Agreement and any document relating to it is translated, the English version will prevail.

#### **18. NO PARTNERSHIP OR AGENCY**

The parties are independent bodies and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor will represent that they have, any authority to make any commitments on the other party's behalf.

#### **19. SEVERANCE**

If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

#### **20. COMPLIANCE**

Each party shall comply with such Regulations and shall maintain such authorisations and all other approvals, permits and authorities from Regulatory Authorities as are required of it from time to time to perform its obligations under or in connection with this Agreement.

#### **21. ASSIGNMENT**

No party may assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the other party's prior written consent.

## **22. THIRD PARTY RIGHTS**

Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

## **23. MODERN SLAVERY ACT 2015**

24.1. The Associate warrants that he shall, and that he shall procure that any of his permitted subcontractors shall, comply with the Modern Slavery Act 2015 in connection with the Services.

24.2. The Associate shall notify VisitBritain as soon as he becomes aware of any actual or suspected slavery or human trafficking in a supply chain, which relates to the Services.

## **24. GOVERNING LAW**

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

**The parties have duly executed this Agreement the day and year first before written**

**For and on behalf of the British Tourist Authority:**

Name:	.....	Signature:	.....
Position:	.....	Date:	.....

**For and on behalf of the Associate:**

Name:	.....	Signature:	.....
Position:	.....	Date:	.....

## Schedule 1

### Commercial Partnership Services

<b>Campaign Name</b>	(the “ <b>Campaign</b> ”)
<b>Region/Country</b>	Various
<b>Media Buyer</b>	Tbc
<b>Target Customer</b>	Tbc
<b>Commercial Partnership Background</b>	For each Campaign called off under the Framework Agreement, VisitBritain will provide the background information within the Call Off Agreement.
<b>KPI’s</b>	Each party shall meet the KPI’s as stated in the Call Off Agreement:
<b>Campaign Services</b>	The parties shall collaborate in accordance with the Framework Agreement Terms and Conditions, this Agreement and the Call-Off Agreement for the relevant Campaign Services.
<b>Reporting</b>	<p><b>Reporting</b></p> <p>VB are striving to be a data lead organisation and as part of this project to access new data sources, we are seeking more forward looking, granular, and timely insights to when it comes to tracking and understanding international and domestic tourism flows across Britain’s nations and regions. Both demand and supply side data are in scope.</p> <p>We are particularly interested in understanding how tourism performance differs across nations, regions, and cities, plus anticipated future performance, and the origin of demand. Other topics of interest include competitor insights, traveller profiles, including identifying those with accessibility needs, the volume and quality of sustainable tourism offerings available to travellers, and the performance of the business events sector.</p> <p>We would prefer to receive data on a weekly or monthly basis, in a machine-readable format. We are open to data which must be kept internal to be used for strategic purposes only, but would also like to explore the possibility of sharing aggregated data with high profile stakeholders, DMOs, LVEPs, and in external facing presentations.</p> <p><b>Campaign Reporting</b></p> <p>The Associate shall agree to work with VisitBritain’s analytics team to determine specific requirements as part of any activity in the Call Off Agreement. The Associate shall provide VisitBritain with comprehensive media reports setting out how the Associate is delivering against KPI’s on an agreed basis throughout the Term of this Agreement (the “<b>Reports</b>”) and the Call Off Agreement. The Reports shall be delivered within the stated days as specified in the Call Off Agreement.</p> <p>In addition to the requirements of the Call Off Agreement, the Associate shall provide VisitBritain with a post-Campaign report within six weeks of the end of the Term which shall include:</p>

**This detail may include but is not limited to;**

- Media strategy/plan and learnings (by market):
  - Media plan/daily reporting; details for each publisher and format;
    - Planned impressions
    - Impressions delivered
    - Reach
    - Unique Reach
    - Clicks
    - Landings
    - Clicks to land
    - Link clicks
    - Likes
    - Shares
    - Engagements
    - Views
    - Completed views
    - CTR
    - VTR
    - CPC
    - CPM
    - CPV
    - CPF
    - OTS
    - Circulation
    - Readership
    - Spend by media
    - Spend by device
- Behaviour on campaign landing page, including (e.g. impressions, CTRs, lands to page, bookings, sessions to booking, bounce rate, number of pages visited per sessions, time per session, etc.);
- Summary slide (global and by market):
  - Media strategy and objectives;
  - Key insights and successes
  - Key learnings and recommendations
- An appendix containing all creative assets used throughout the activity;
- Examples of creative in situ on publisher sites;
- A narrative around any wider business influence;
- Overall activity results (commercial figures):
  - Total and incremental bookings to the UK compared to the same period in the previous calendar year.
  - Total and incremental sales revenue to the UK compared to the same period in the previous calendar year.
- Break-down/analysis of Britain, bookings made within the campaign period (by market), e.g. flights (one-way vs return), length of stay (if return transit booked), products, % flight only vs flight with product vs product only, etc.;
- Summary (global and by market):
  - Key successes



	<ul style="list-style-type: none"> <li>○ Key learnings</li> <li>○ Key recommendations for future campaign activity</li> </ul>
<p><b>VisitBritain Evaluation Requirements</b></p>	<p><b>VisitBritain Brand Tracker</b></p> <p>The Campaign Services will be evaluated through VisitBritain’s brand tracker. The performance of the Services will be reported in an annual brand tracker report which will be shared with the Associate.</p> <p><b>Bespoke Evaluation</b></p> <p>Where activity, cannot be measured via the brand tracker the parties agree that a bespoke survey is required in order to evaluate this activity. This may include:</p> <ul style="list-style-type: none"> <li>a) A pre evaluation to determine the baseline on perception and awareness of the Campaign region;</li> <li>b) A post evaluation to see what effect the Campaign has had;</li> <li>c) Producing an ROI which will measure the estimated visit/spend to the Campaign region;</li> </ul> <p>The parties agree that:</p> <ul style="list-style-type: none"> <li>a) While the target segment will be very focused geographically / demographically there is a risk that respondents will not have seen creative and/or the sample sizes / number of respondents may not be large enough to produce a robust ROI;</li> <li>b) The estimated cost for this approach will be between £5K-£15K which will be invoiced as part of the Contributions;</li> <li>c) Estimated time for launching post is 2 weeks after activity has finished;</li> <li>d) Estimated time for Campaign report is up to 3 months after Campaign (to allow time for the post-wave survey to run, tables to be produced, analysis, ROI calculation and report writing).</li> </ul>
<p><b>Information Undertakings</b></p>	<p>The lead Associate shall, promptly upon the other parties request, provide the following proof of delivery of the Services as appropriate:</p> <p><b>Press</b></p> <ul style="list-style-type: none"> <li>• Voucher copies of each insertion; or if agreed, scans of advertising in situ.</li> <li>• Circulation for each title specifying whether this is an audited figure or publisher claim.</li> </ul> <p><b>Digital</b></p> <ul style="list-style-type: none"> <li>• For each site a screen grab of Campaign creative in the first week and a further screengrab of the creative in the final week.</li> <li>• Delivery report based on third party tracking company/tracking widget.</li> </ul>

	<ul style="list-style-type: none"> <li>• Number of impressions.</li> <li>• Number of clicks.</li> <li>• Number of bookings / increase in bookings.</li> </ul> <p><b>OOH</b></p> <ul style="list-style-type: none"> <li>• Dated photos of all sites.</li> <li>• For projects of 4 weeks or more VisitBritain may choose 1 site at random where the Associate shall produce a photo of the final week.</li> </ul> <p><b>Social</b></p> <ul style="list-style-type: none"> <li>• Number of posts / tweets, with example screen grabs.</li> <li>• Engagement levels per post/tweet.</li> </ul> <p><b>Radio</b></p> <ul style="list-style-type: none"> <li>• For all markets/all stations which are tracked by third party research source report from research providers.</li> <li>• If the station is not tracked by a third party, one spot recording of ad in situ within the break.</li> <li>• Actual GRPs against an audience of all adults; or if actual GRP's are not available, the number of spots.</li> </ul> <p><b>Television</b></p> <ul style="list-style-type: none"> <li>• For all stations which are tracked by third party research source—report from research provider. If the station is not tracked by a third party, for one spot video of ad in situ within the break.</li> <li>• Actual impacts and GRPS against an audience of all adults; or if the above is not available, the number of spots.</li> </ul> <p><b>Cinema</b></p> <ul style="list-style-type: none"> <li>• Delivery of screen report/certificate;</li> <li>• Number of admissions.</li> </ul>
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<b>Exclusivity</b>	The parties agree that there shall be no relationship of exclusivity agreed or implied in connection with this Agreement.
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