

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

Part 1: Letter of Appointment

CCCO18A02

Dear Sirs

Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM3796) between CCS and the Agency dated 16th December 2018.

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:	CCCO18A02
From:	The Ministry of Defence contracting on behalf of The Royal Navy and the Royal Air Force ("Client")
To:	Wavemaker Ltd ("Agency")

Effective Date:	20 th June 2018
Expiry Date:	End date of Initial Period: 18 th June 2021 End date of Maximum Extension Period: 17 th June 2022 Minimum written notice to Agency in respect of extension: one (1) month

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. The Parties may enter into such Statements of Works as are agreed between the Parties under Clause 1.2. All call-off work must be agreed between both Parties using the Statement of Work, or another briefing template mutually agreed between both Parties.
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Key Individuals:	<u>For the Client</u> REDACTED TEXT <u>For the Agency</u> REDACTED TEXT
Guarantor(s)	N/A

Call Off Contract Charges (include any applicable discount(s) and expenses, but exclude VAT):	Payment will be made in line with the rate card below. REDACTED IMAGE The total Contract value will not exceed £2,000,000.00. This is a call off contract and therefore there is no guarantee of spend. The Client has final sign off for all strategies and payment will not be made until this is given. Payment will only be made following satisfactory delivery of pre-agreed certified products and milestones. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs in line with the Contract rate card. All work will be subject to discussion between the Client and Agency. The Agency shall have final agreement and sign off prior to any work being started. Only work that has received this agreement shall be invoiced for. All agreed work shall be set out in a Statement of Works, which shall be signed by both the Client and the Agency. Day rates equal 8 hours exclusive of breaks.
Insurance Requirements	No additional insurance requirements above those stipulated in the Framework Terms and Conditions.
Client billing address for invoicing:	The Agency shall invoice against the approved electronic payment system (CP&F) mandated by the Ministry of Defence.

Alternative and/or additional provisions:	The Agency will be required to adhere to GDPR. Further details can be found at Annex C- Call of terms and conditions, Call-off schedule 6 Additional Clauses.
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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:

Signature:

Date:

For and on behalf of the Client:

Name and Title:

Signature:

Date:

ANNEX A

Client Brief

1. DEFINITIONS

Expression or Acronym	Definition
AFCO	Means Armed Forces Career Office
AIB	Means the Admiralty Interview Board
CA	Means Careers Advisors
CNR	Means Captain Naval Recruiting's
CP&F	Means the Ministry of Defence's electronic payment system
MoD	Means the Ministry of Defence
NS	Means Naval Service
POC	Means Potential Officer Course
PRMC	Means Pre-Royal Marines Course
PRNC	Means Pre-Royal Navy Course
PRTC	Means Pre-Recruit Training Course
RAF	Means Royal Air Force
RecPol	Means Recruiting Policy Cell
RFA	Means Royal Fleet Auxiliary
RM	Means Royal Marines
RMBS	Means Royal Marines Band Service
RMOR	Means RM other ranks
RMR	Means Royal Marines Reserves
RN	Means Royal Navy
RNR	Means Royal Navy Reserves
R&S	Means RAF Recruitment and Selection

2. SCOPE OF REQUIREMENT

- 2.1 The Agency will act as the sole supplier to the RN and RAF of strategic communications planning and evaluation services in the area of recruit marketing

activity for the duration of the Contract. The scope of this work will cover both national and regional marketing activity across all channels.

- 2.2 Media buying, creative content and delivery of events is out of scope for this work. This work will be undertaken by the Client's existing Media Buying Agency, with which the Agency will work.

3. THE REQUIREMENT

- 3.1 The Agency shall deliver for both the RN and RAF in the following areas:

3.1.1 **Segmentation and audience profiling.** The Agency will develop, and refresh, as necessary, existing segmentation work to define the target audience(s) for all recruit marketing activity.

3.1.2 **Behavioural modelling.** The Agency will develop robust behavioural models for both the RN and RAF to allow them to understand and predict audience behaviour in response to campaign initiatives. This should include establishing robust cost per-applicant figures for all major distinct roles within the RN and RAF.

3.1.3 **Strategic planning.** The Agency will develop and maintain a three year strategic communications plan for both RN and RAF that puts the target audience at the heart of all marketing communications. The Agency shall develop a motivational, innovative and engaging communications plan that is targeted, effective and cost-efficient; and drive a sufficient number of enquiries to meet annual recruitment targets over the contracted period. The Agency will be expected to devise plans that fully incorporates all paid, owned and earned communications, however delivered (i.e. not just limited to media planning).

3.1.3.1 This plan should involve continuous improvement and innovation, so that the communications plan reflects the very latest communication methodologies and technologies. In addition the plan should work to bring down the cost per applicant figures across all trades and professions across the three years.

3.1.4 **Operational media planning.** The Agency will be responsible for briefing the Client's media buying agency, setting out media to be bought for each campaign in line with the strategic plan. The Agency will be responsible for all liaison with the media buying agency on behalf of the Client.

3.1.5 **Evaluation.** The Agency will be the sole provider of evaluation and analysis of effectiveness across every element of the campaign, not just bought media (for example including events), assessing campaign performance against the strategic plan and behavioural model. This will replace a current model where evaluation is handled through multiple

sources, and developing a robust, consistent and verifiable approach across the enter campaign will be a key deliverable. The Agency will be required to work closely with other appointed agencies, and the RN and RAF in-house teams. The Agency will also be required to develop reporting tools to allow campaign performance to be monitored on a live or as-live basis, and suitable campaign adjustments made.

3.1.6 **Econometric Analysis.** The Agency will be responsible for the development of econometric modelling. This will ensure accountability of the media budget and an understanding of the impact of the media scheduling in order to meet objectives in the most efficient way and ultimately feed into the Professional Assurance Application (PAA) process for Cabinet Office approval

3.2 The Royal Navy Requirement

3.2.1 The Task

3.2.1.1 The RN marketing team seeks to deliver sufficient numbers of applications to meet the recruitment targets, by:

- (a) Creating awareness of the career opportunities available across all branches of the NS;
- (b) Converting awareness to interest, and interest to applications, by engaging and motivating the Client's audiences;
- (c) Providing the marketing support, guidance and assets necessary to allow the specialist recruiters and Regional Field Force to recruit.

3.2.2 The NS as an overall entity does not promote itself directly, but rather through its constituent elements (which can be thought of as NS brands). The current approach is focused on a core 16-24 year old audience, although with separate and distinct audiences for RN, RM, RFA and Reserves. RN therefore run separate recruitment marketing communications campaigns for the different branches and careers.

3.2.3 Through these campaigns the RN looks to convey the breadth and depth of career choices within the NS, countering the overriding mental image of the RN as "a big grey ship becalmed on a grey sea". RN looks to articulate the NS's unique personality to differentiate it from other Armed Forces, with the tone of voice being understated confidence marbled through with a dry, equally understated humour.

3.2.4 The focus for the RM is to differentiate their offer from that of the Army, maintaining the positioning of the RM as one of the world's elite (but not elitist) fighting forces, whilst making the RM more accessible to a broader range of suitably fit and committed young men.

3.2.5 For RFA, whose members remain civilians employed by MoD and not members of HM Armed Forces, the task is to position the organisation as the best possible way of joining or serving in the Merchant Navy (MN).

3.2.6 While traditional Naval assets (ships, submarines, helicopters) can feature in marketing material, the Client knows that much of their audience cannot conceive what roles exist within the NS, or what kind of person could undertake those roles. The Client's emphasis has therefore been to focus on the people, humanise the NS and to illustrate that it is made up of people just like the Client's audience.

3.2.7 **Overall Strategy**

3.2.7.1 The Client's current strategy involves employing a number of integrated communication channels to engage with potential applicants and leading them from general awareness to making the emotional commitment necessary to apply to join, described as three broad phases:

- (a) Raise awareness of the NS as a viable and compelling career option via a variety of suitable communication channels;
- (b) Inspire the audience to find out more information, without commitment, from an information-rich website, other online channels like Facebook, or via telephone enquiry;
- (c) Encourage potential eligible recruits to find out more about a career in the NS, or to get answers to their questions, through the face-to-face encounter which is crucial to help them make the necessary emotional commitment required before they are prepared to join.

3.2.8 **Audiences**

3.2.8.1 The main target audience is currently defined as 16-24 year olds with gate keepers and influencers as a secondary target.

3.2.8.2 The eligible audience is men and women from 16 years up. The upper age limits vary according to specialisation (RFA impose no upper age limit) and includes several niche audiences – predominantly males for RM (although females are able to join the RMs this is in the very early stages of development) and submariners (primarily male although females have been eligible from 2014), engineer officers, doctors, dentists, nurses, environmental health specialists, musicians, chaplains. In general, to maximise use of

resources, the Marketing Team targets the 16 – 24 age group, with attitudinal and behavioural segments prioritised within this demographic. Digital is the natural habitat for these audiences.

3.2.8.3 The Client's audience research and active on-the-ground feedback confirms that;

- (a) Understanding of the NS is the poorest of all Armed Forces.
- (b) Eligible personnel have no clear idea of what NS does or the variety and number of careers available.
- (c) Friends & family involvement in the NS is currently top of the list of reasons given for joining.

3.2.9 **Segmentation and Messaging**

3.2.9.1 The Client's current segmentation cut by key messages is below.

- (a) In 2016 YouGov Profiles were used to produce a segmentation based on receptivity to RN recruitment messaging. The Client designed a series of questions on attitudes and opinions around RN careers; responses to these were then fused with YouGov's standard data set, allowing a comprehensive understanding of the different RN audiences
- (b) The Client split respondents aged 18-40 into three main segments using the question 'How interested are you in the Royal Navy as a career, either as a full time job or in your free time as a reservist?'. 'Potentials' are those interested in a career in the Royal Navy (identified by the selection of 'very interested' or 'fairly interested' in answer to the question), 'Persuadables' are those ambivalent to a career in the Royal Navy (identified by the selection of 'neither interested nor uninterested' in answer to the question) and 'Unreachables' are those uninterested in a career in the Royal Navy (identified by the selection of 'fairly uninterested' or 'very uninterested' in answer to the question).
- (c) 'Potentials' are obviously a key target for media activity as they are already engaged with the prospect of a Royal Navy career, 'Persuadables' are also a viable target as they may be converted to the prospect of a Royal Navy career through media communications and, although they appear to be rejecters of the prospect of a Royal Navy career, including 'Unreachables' in the

segmentation has allowed a rich comparison between the profile of this group and the others.

- 3.2.9.2 Refreshing this project has provided valuable insight enabling us to build a current and detailed profile of the RN's audiences including information on demographics and lifestyle, attitudes and opinions (including those around RN careers), brand usage and perceptions as well as media consumption, online behaviour and social media engagement.

3.3 The Royal Air Force Requirement

3.3.1 The Task

- 3.3.1.1 In order to achieve the Client's in-year recruitment targets, approximately 30,000 qualifying initial registrations to secure just under 3,500 recruits in 2018-19, are required. This equates to an overall conversion ratio of around 10:1 (although the Client is keen to find ways to reduce this ratio).

3.3.2 Overall Strategy

- 3.3.2.1 The RAF marketing team exists to support the RAF with the underpinning infrastructure and tools to carry out the process of its 'attract, engage and convert' recruitment model. This essential activity will ensure the enlisting of sufficient numbers of high quality young people and Reserves in order to meet operational demands.
- 3.3.2.2 The Client's approach is to increase the quality and diversity of recruits by attracting higher calibre applicants and better matching personal potential to operational requirements, thereby reducing wastage (dropouts) in training and deliver an increased return on service (with significant ongoing financial benefits).
- 3.3.2.3 The Client seeks to sustain the reputation of the RAF as a significant UK employer and a career of choice capable of attracting the brightest young talent at all levels. The recruiting operation provides, for many, their first ever contact with Service personnel and therefore it is vital that this contact is conducted professionally and in line with the highest standards of customer service.
- 3.3.2.4 The RAF runs an 'always on' marketing approach, supplemented by spikes of "surge" activity at high "recruitment opportunity" times of year such as Jul-Sept (exam results) and Jan-Feb ("New Year, new me"). Like the RN, the RAF uses a

range of integrated channels to drive awareness and engage potential recruits. Recent activity has included:

- (a) TV
- (b) VoD
- (c) Radio
- (d) Video seeding
- (e) Paid Social
- (f) Digital Display
- (g) Media Partnerships
- (h) TV Sponsorship
- (i) Search and attendance at Air Shows
- (j) Careers Fairs plus organic social media channels

3.3.2.5 The current creative approach is the “No Ordinary Job” campaign which serves to showcase both the breadth of exciting roles available, but also the broader lifestyle on offer and feature the people who make up the RAF. While the above is not an exhaustive list, it represents a good indication about what will be required over the next three years.

3.3.3 Audiences

3.3.3.1 Core recruiting operations target 16–24 year olds who are considering future career options, and pre-eligible groups within education. The audience is necessarily diverse, as the Services seek to attract the best available talent, regardless of gender, ethnicity, religion or sexual orientation.

3.3.3.2 The target audience for the RAF Reserves is older than that of Regulars. The core age bracket for a Reservist is 25-44 but the Client recruits up to 55 years.

3.3.4 Segmentation and Messaging

3.3.4.1 The “No Ordinary Job” campaign approach seeks collectively to attract both Regulars (full time) and Reserves (spare time) alongside specifically targeted Reserves activity.

3.3.5 Royal Air Force Regulars

Audience segment	Airmen/women: 16-24 year-olds	Officer: 21-25-year- olds	Parents/Gatekeepers

Main message concept	No ordinary job. Wide range of roles for all educational abilities.	No ordinary job. A career with high status and responsibility.	Credible worthwhile career. OFSTED “outstanding” Apprenticeships
Secondary message	Lifestyle, attractive benefits package. Competitive pay. OFSTED “outstanding” Apprenticeships and competitive pay,	Lifestyle, attractive benefits package. Competitive pay.	Independence, life skills, real and valued work skills.
Supporting messages	Recruiting now.	Recruiting now.	Recruiting now.

3.3.6 Royal Air Force Reservists

Audience segment	25-55-year-olds (core 25-44)	Internal RAF	Employer/Gatekeepers
Main message concept	Make your spare time count. Do something different.	Still serve after leaving Regular service.	Development potential. Credible worthwhile career.
Secondary message	Get paid. Learn new skills. Enhance your civilian career. Commit to just 27 days/year.	Maintain the camaraderie Attractive package.	Added value to civilian work skills. Tangible benefit to civilian employers
Supporting messages	Recruiting now. Try before you buy.	Recruiting now.	Challenge of body and mind

4. KEY MILESTONES

4.1 The Agency should note the following project milestones:

Milestone	Description	Timeframe
1	Kick-Off Meeting	A kick-off meeting will be held within 4 weeks of the award of Contract
2	Nominate Account Director	An Account Director is to be nominated as the main Point of Contact (POC) within one week of the award of Contract
3	All Agency Introduction	An all Agency introduction meeting is to be convened

		within 4 weeks of the award of the Contract
4	Produce a communications strategy for the recruiting year 2018-19	Within week 7 weeks of award of Contract

5. CLIENT’S RESPONSIBILITIES

5.1 The Client will oversee Agency cooperation to ensure an integrated, collaborative approach is maintained. Any uncertainties, concerns or disputes regarding Agency cooperation will be mediated by the Client.

6. REPORTING

6.1 For the purposes of Contract monitoring, representatives of the Agency will report monthly to the designated officer(s) (RN&RAF) on the performance of the Contract.

6.2 The Agency will provide the Client with annual (once per financial year) econometric data models, which shall be provided to the Agency’s designated officer(s).

6.2.1 There may be occasional ad hoc requirements for econometric or other data models relating to marketing communications investment in addition to the annual reports. The Agency shall be able to provide the designated Agency officer(s) with this information, as needed.

7. VOLUMES

7.1 Volumes will be determined as part of the approaches and options which are developed and agreed within the overall scope of the budget.

8. CONTINUOUS IMPROVEMENT

8.1 The Agency will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

9. SUSTAINABILITY

9.1 There are no additional sustainability requirements.

10. QUALITY

10.1 The Agency shall be able to demonstrate that their staff have the relevant specialist knowledge and experience to assist delivering major multi-media advertising campaigns. This may include evidence and success in delivering to the targeting audience segments.

11. STAFF AND CUSTOMER SERVICE

- 11.1 The Client requires the Agency to provide a sufficient level of resource throughout the duration of the Communications Channel and Strategic Planning Contract in order to consistently deliver a quality service to all Parties.
- 11.2 Agency staff assigned to the Communications Channel and Strategic Planning Contract shall have the relevant qualifications and experience to deliver the Contract.
- 11.3 The Agency shall ensure that staff understand the Client's vision and objectives and will provide excellent customer service to the Client throughout the duration of the Communications Channel and Strategic Planning Contract.

12. SERVICE LEVELS AND PERFORMANCE

- 12.1 The Client will measure the quality of the Agency's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Account Management	Attendance at quarterly reviews	100%
2	Account Management	Respond with resolutions to any issues or complaints within 5 working days.	98%
3	Strategic Approach	The Agency will provide the Client with a refreshed strategic communication approach once per financial year, no later than 1 st May of each period	100%
4	Communications Information Brief	Upon being briefed on the requirement, the Agency will produce a Communications Information Brief for the Client's Media Buying Agency within 10 working days.	98%
5	Strategy Effectiveness	Based against the targets required by the Authority, through the institution of their proposed strategy, the Supplier shall be able to demonstrate an increase of 5% of successful applicants in each financial year.	5% increase per annum

- 12.2 Where the Authority identifies poor performance (4 consecutive failures in the space of any 6 month period) against the KPIs 1 - 5, the Agency shall be required to attend a performance review meeting. The performance review meeting shall be at an

agreed time no later than 5 working days from the date of notification at the Client's premises.

- 12.3 The Agency shall be required to provide a full incident report which describes the issues and identifies the causes. The Agency will also be required to prepare a full and robust 'Service Improvement Action Plan' which sets out its proposals to remedy the service failure. The Service Improvement Plan shall be subject to amendment following the performance review meeting and agreed by both parties prior to implementation.
- 12.4 The Client agrees to work in collaboration with the Authority to resolve any service failure issues, however, it will remain the sole responsibility of the Agency to resolve any service failure issues fully.
- 12.5 Where the Supplier fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Authority reserves the right to seek early termination of the contract in accordance with the procedures set out in Appendix C - Terms and Conditions.
- 12.6 In the event of termination, the Agency shall, within three (3) Months after the Call Off Commencement Date, deliver to the Client for approval a draft of a plan which sets out the Client's proposed methodology for achieving orderly transition of the provision of the Services from the Agency to the Client and/or the Replacement Agency on the Call Off Expiry Date or date of termination of this Call Off Contract (the "Exit Plan").
- 12.7 Within thirty (30) Working Days after submission of the draft Exit Plan (or any revised Exit Plan if the Client does not approve the draft Exit Plan) the Parties will use their reasonable endeavours to agree its content and if they are unable to reach agreement then the dispute shall be referred to the Dispute Resolution Procedure.
- 12.8 In the case of any additional and/or alternative exit planning requirements of the Client, the provisions relating to exit planning shall apply as stipulated by the Client during a Further Competition Procedure.

13. SECURITY REQUIREMENTS

- 13.1 The Agency must comply with the Data Protection Legislation. All personal data gathered by the Agency, or any sub-contractor working on behalf of the Agency, must be handled in accordance with these regulations.
- 13.2 When attending Military bases/installations Agency staff may be subject to individual security checks to allow entry.

14. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 14.1 All Copyright and Intellectual Property conferred in the United Kingdom and throughout the World relating to advertising campaigns arising out of the Contract will remain with, or be assigned to, the Client, upon payment of the Contract price.

15. PAYMENT

- 15.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 15.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

16. LOCATION

- 16.1 The Services will be carried out at the offices of the Agency.
- 16.2 Additionally, the Services may need to be delivered in various locations across the UK, primarily London (MoD HQ) Captain Naval Recruiting HQ in Portsmouth (for the RN) and RAF Cranwell, near Sleaford (for the RAF). Other locations may be involved at the discretion of the Client, such as the Royal Marines Commando Training Centre at Lympstone, Devon, and may potentially include filming of military assets wherever they may be located.

ANNEX B

Agency Proposal

REDACTED TEXT

Part 2: Call-Off Terms

Please see attached Call Off Terms