



Department for
International Trade

Finance and Corporate Services
13th Floor
50 Victoria Street
London
SW1H 0TL

RM6003 - MEDIA BUYING - LETTER OF APPOINTMENT

OMD Group Ltd,
85 Strand
London WC23 0DW

11 February 2018

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 22nd May 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:	DN371564
From:	The Secretary of State for International Trade with offices at 3 Whitehall Place, London, SW1A 2AW ("Client")
To:	OMD Group Ltd, 85 Strand, London WC23 0DW ("Agency")
Effective Date:	7 th November 2018
Expiry Date:	Expiry Date: 6 th November 2019 Extension expiry date (if option taken): 6 th November 2020 Minimum written notice to Agency in respect of extension: 30 days

Services required:	<p>Set out in Section 2 (Services offered) of the Framework and</p> <ul style="list-style-type: none"> revised Schedule 2 (Services and Client Brief) each of the Client's Briefs raised in the format at Annex A to this Letter of Appointment (LoA) and in accordance with the Call-Off Contract <p>in relation to the following DIT Campaigns:</p> <p>International Trade; Invest in GREAT; Exporting is GREAT; and E-Exporting</p>
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Key Individuals:	<p>██████████</p> <p>██████████</p> <p>██████████</p>
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Guarantor(s)	N/A
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Call-Off Charges (including any applicable discount(s), but excluding VAT):	<p>The total maximum value of this Call-Off Contract will be nine million eight hundred and fifty thousand pounds sterling £9,850,000 for the duration of the Initial Period of the Call-Off Contract.</p> <p>The Agency will receive the same commission across all media channels as detailed in the Crown Commercial Services – Communications: Media Buying RM6003 -Benefits Overview.</p>
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Insurance Requirements	<p>Additional public liability insurance to cover all risks in the performance of the Call-Off Contract, with a minimum limit of two million pounds sterling (£2,000,000) for each individual claim</p> <p>Additional employers' liability insurance with a minimum limit of five million pounds sterling (£5,000,000) indemnity</p> <p>Additional professional indemnity insurance adequate to cover all risks in the performance of the Call-Off Contract with a minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim.</p>
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Client billing address for invoicing:	<p>██████████ ██████████ ██████████ ██████████ ██████████</p> <p>██</p> <p>██</p>
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Alternative and/or additional provisions:	<p>Schedule 2 has been revised to include the Services and the following Schedules have been added to the Contract</p> <p>Schedule 4 – Governance and Contract Management</p>
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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 Secretary of State for International Trade ("Client"):

[Redacted signature block for the Client, consisting of three lines of blacked-out text]

For and on behalf of the Agency:

Name and Title:

[Redacted name and title for the Agency]

Signature:

[Redacted signature for the Agency]

Schedule 2: Services and Client Brief

1. General Provisions

- 1.1 The Agency shall provide an Account Manager to manage delivery of the services throughout the Term of the Call-Off Contract.
- 1.2 The Agency shall provide support and advice, where required, on matters relating to:
 - 1.2.1 Supply performance including cost;
 - 1.2.2 Quality of service;
 - 1.2.3 Client support including complaints handling and continuous improvement; and
 - 1.2.4 Responsiveness and timeliness, including accurate and timely invoices.

2. Quality of Service

- 2.1 The Agency will ensure that the personnel who are responsible for delivery of the services are appropriately qualified and experienced to do so.
- 2.2 The Agency will provide appropriate initial and on-going training to its personnel to ensure that they are able to deliver the services effectively. That training will include (but not be limited to) ensuring that the Agency's personnel are familiar with the functions and objectives of the Client, its governing legislation, procedures and policies, and with the culture and legal environment in which the services are delivered.
- 2.3 In order to ensure that the services are provided in accordance with its instructions, the Client will provide the Agency with prompt and clear instructions, supported by any relevant documents or information for which the Agency may ask and will inform the Agency of any changes or developments (and provide the Agency with any documents or information) which may affect its performance of the Services.

3. Service Desk

- 3.1 The Agency will:
 - 3.1.1 provide the services using a service desk that enables the Client to log service requests;
 - 3.1.2 provide a process for managing service requests

4. Service Reporting

- 4.1 The Agency will:
 - 4.1.1 provide a monthly report covering project status, performance management and financial details for each project on 1st day of

every month; and

4.1.2 attend review meeting with the Client in accordance with Schedule 4.

5. Service Management

5.1 The Agency will:

5.1.1 appoint a named Business Manager; and

5.1.2 regularly review the services provided by the Agency as part of continual service improvement.

6. Availability of Key Personnel

6.1 The Key Personnel responsible for the Agency's delivery of the services will be available to provide advice and assistance to the Client as required. The Agency will provide alternative contacts for each project and respond within two (2) working days

6.2 If for any reason a member of the Key Personnel is unable to provide this level of availability, the Agency will promptly nominate another, appropriately qualified and experienced person and provide the Client with his or her contact details.

6.3 The Agency will provide a dedicated team for domestic and overseas projects.

6.4 The Agency is required to be able to work with external planning agencies to ensure the Client gets top line plans within five days of briefing.

7. Minimum Service Standards

7.1 In providing the Services, the Agency will meet the following minimum service standard:

7.1.1 **Advice:** the Agency will provide accurate, succinct and practical advice that addresses the questions and issues raised by the Client in relation to Service requirements that reflects the circumstances and in line with industry best practice.

7.1.2 **Document preparation:** the Agency will provide advice in a succinct, comprehensive and in plain language and seek sufficient instructions from the Client to enable documents be prepared efficiently and in a timely manner.

7.1.3 **Effective management:** the Agency will work effectively to ensure appropriate personnel undertake the services.

7.1.4 **Understanding needs:** the Agency must be capable of and committed to understanding the circumstances and requirements of the Client and committed to providing services in a way that is matched to the situation.

7.1.5 **Review meetings:** the Agency will meet with the Client at such intervals as detailed in Schedule 4 (Governance and Contract

Management) to review the delivery of the service.

7.1.6 **Reports:** the Agency will provide reports at a frequency and format agreed with the Client for each campaign.

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

KPI MATRIX – New Format

Metric	KPI	What is required to make this measurable	KPI Measurement	KPI Rating		
Contract Management	KPI 1 – Monthly and Quarterly reports and invoices Service credit 1	Brief monthly reports to be produced within five (5) working days of the end of each month. Quarterly two page reports and invoices to be produced within five (5) working days of the end of each quarter. Invoices and associated report should be clearly linked.	Invoices will quote the correct PO, contract number, the Authority Contact, and qualitative description of the work being done. Invoices must be clearly itemised. Associated reports should be clearly and explicitly linked to invoices to help financial tracking.	95% Reports and or invoices sent to the Authority which contains inaccuracies and/or greater than 5 (five) working days after the agreed deadline.	98%	100% Meets expectations - All reports and invoices sent to the Authority on time and accurately reflect agreed work.
Contract Management	KPI 2 – Service credit 2	xxxxxxx	xxx			
Contract Management	KPI 3 – Prompt responses to Queries Service credit 3					

Metric	KPI	What is required to make this measurable	KPI Measurement	KPI Rating		
Contract Management	KPI 4 – Service credit 2					
Delivery	KPI 5 – Service credit 1					
Delivery	KPI 6 – Service credit 4					
Quality	KPI 7 – Service credit 4					

Part 2: Call-Off Terms

Call-Off Contract DN371564 is attached to this letter

