

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

### Part 1: Letter of Appointment

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 16/01/2019.

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:	CCCO18A46
From:	Cabinet Office ("Client")
To:	M&C Saatchi ("Agent")

Effective Date:	01/02/2019
Expiry Date:	End date of Initial Period - 31/01/2020 End date of Maximum Extension Period – 29/01/2021

Relevant Lot:	Lot 11- International
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
Statement of Work	Not Used

Key Individuals:	REDACTED TEXT REDACTED TEXT
Guarantor	Not Used.

Call Off Contract Charges	<p>The Agency shall deliver the services in line with the following Rate Card.</p> <p style="color: red;">REDACTED IMAGE</p> <p>The Contract shall not exceed a total potential Contract Value of £225,000.00 over the full duration (including extensions).</p>
Insurance Requirements	No additional insurance requirements.
Client billing address for invoicing:	<p>Cabinet Office</p> <p style="color: red;">REDACTED TEXT</p>
Alternative and/or additional provisions:	Not Used.

**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: REDACTED TEXT

Signature:

Date:

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

Name and Title: REDACTED TEXT

Signature:

Date:

## ANNEX A

### Client Brief

#### 1. DEFINITIONS

Expression or Acronym	Definition
DfID	means Department for International Development
FCO	Means the Foreign and Commonwealth Office
HO	means Home Office
NAPTIP	means National Agency for the Prohibition of Trafficking in Persons (an agency of the Nigerian federal Government)
NDA	mean non-disclosure agreement
NMSC	means Nigeria Modern Slavery campaign
HMG	means Her Majesty's Government
NGO	means Non-Governmental Organisation

#### 2. SCOPE OF REQUIREMENT

2.1 The scope of the requirement will include:

- 2.1.1 The development of an engaging and relevant creative concept/brand for the campaign.
- 2.1.2 Creative production across various formats for different media channels (digital and radio will be required, and potentially out of home), specifically the creation of initial concepts and, upon approval, the production of finalised content.
- 2.1.3 Production and design of branded content for events to be held in the targeted regions and branded printed materials to be distributed to target audiences.
- 2.1.4 Development and implementation of a targeted social media and PR strategy to cover relevant digital, print and radio channels in the target states. This includes the development and maintenance of a Facebook page for the campaign.
- 2.1.5 Regular progress reports to and/or status meetings with the Client on the status of creative development and production, with a particular emphasis on communicating the risk of any potential delays in work in a timely manner so that the impact of these delays on the overall project can be minimised.
- 2.1.6 Holding a comprehensive end-campaign review, including a report to scrutinize Agency performance against agreed upon campaign

requirements and timetable. This review should also cover overall campaign performance using data supplied by media buyers and research agencies.

- 2.1.7 Working closely with and coordinating the timings and supply of content with other partners on the project, including the project media buying and research agencies and key stakeholders in the Nigerian Government.
- 2.1.8 Establishing and maintaining rigorous controls to ensure that agreed upon levels of confidentiality/non-disclosure are maintained by the Agency and any partners they work with.
- 2.2 The Client requires the Agency to have a permanent office, or have access to a partner/sub-contractor, in Nigeria with a sufficient level of resources to deliver the project and a good understanding of the Nigerian media market and of Nigerian audiences.
- 2.3 As the campaign is targeted towards a broad audience, including many people in rural and lower income urban communities most content will need to be produced in both Standard Nigerian English and Pidgin (one version per dialect in most cases). The Client may also decide to translate certain assets into other languages such as Igbo.
- 2.4 The Agency will not be required to conduct audience insight research or media buying.
- 2.5 Dependant on the capacity of the Client's partners, the Agency may be asked to conduct creative testing of the content they produce.

### **3. THE REQUIREMENT**

- 3.1 The Agency shall develop and deliver the creative concept and content for an overarching multi-channel communications campaign, REDACTED
  - 3.1.1 REDACTED
  - 3.1.2 REDACTED
  - 3.1.3 REDACTED
  - 3.1.4 REDACTED
- 3.2 The Agency shall develop and deliver the creative concept and content for an overarching multi-channel communications campaign.
  - 3.2.1 Reception: At least 50% of the target audience have a positive reaction to the campaign brand and to the most important pieces of campaign content (radio ad, social media page, out of home imagery, etc.)
  - 3.2.2 Relevance: At least 50% of the target audience feel that the campaign brand and content is relevant to/ appropriate for people of their age, gender and regions REDACTED

3.3 Dependant on funding, the Agency will also be required to deliver a second phase of the campaign, again focusing on raising awareness of the economic alternatives to irregular migration/human trafficking. The Client will supply more detail upon contract award. While a second phase of the campaign would continue to focus on human slavery its geographic scope and target audiences could be expanded.

3.4 REDACTED

#### 4. KEY MILESTONES

4.1 The Agency shall deliver against the following Key Milestones:

Milestone	Description	Timeframe
1	Delivery of a communications/messaging strategy and implementation plan	Within week 3 of Contract Award
2	Delivery of proposals for all content (scripts and visuals)	Within 4 weeks of contract award
3	Production and sign off of required creative assets	Within week 6 of Contract Award
4	Campaign launch	By week 8 of Contract Award – no later than 29 March, 2019
5	Invoicing	All invoices submitted prior to end of March 2019.

#### 5. CLIENT'S RESPONSIBILITIES

5.1 The Client and partners in NAPTIP will support the Agency in developing and delivering this campaign. The Client will particularly support by providing detailed briefs and instructions as required, supplying insight and policy documents as needed to support content development, providing approvals and feedback throughout the process as well as facilitating partnerships and connections between the Agency and NAPTIP. The Client will also establish links between the Agency and other project suppliers, including the media buyer and a potential NGO partner. Additionally, the Client will act as a primary point of contact and will be on call to troubleshoot and provide clarification as needed.

#### 6. REPORTING

6.1 The Client will require regular update and review meetings throughout the concept creation and campaign delivery phases. During the busiest periods of concept development and creative production the Client would expect no less than two weekly progress discussions. At least one weekly status update call with the Agency will be required throughout the life of the project, excluding periods where the teams may be out of office for extended periods (Christmas and New Year). The Agency must be available to provide representatives as required for any such meeting. These meetings should be held over video conferencing facilities or in person where possible.

6.2 A final post-campaign report will be produced by the Agency using their own information on their performance against agreed delivery milestones and deadlines. The report must also use data from the media buyer and research agency to analyse

overall campaign performance. The final-post campaign report shall be delivered on a date to be determined by the Client.

## **7. VOLUMES**

- 7.1 One campaign per phase running on multiple channels, with different channels live at the same time. Currently one phase is confirmed but there is scope for future phases; this will be confirmed in 2019.

## **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.
- 8.2 The Agency should present new ways of working to the Client during quarterly Contract review meetings.
- 8.3 Changes to the way in which the services are to be delivered must be brought to the Client's attention and agreed prior to any changes being implemented.

## **9. SUSTAINABILITY**

- 9.1 Not Used.

## **10. PRICE**

- 10.1 It is assumed that Goods and Services in relation to this procurement may be sourced locally within Nigeria.
- 10.2 A thorough breakdown of costs shall be provided by the Agency and agreed with the Client before the start of any new project/work that will incur costs.
- 10.3 The Authority requires that where appropriate (most services), prices submitted will reflect typical Nigerian local market rates.

## **11. STAFF AND CUSTOMER SERVICE**

- 11.1 The Agency shall maintain an office or partner/sub-contractor based in Nigeria.
- 11.2 The Agency shall utilize their on-the-ground presence in Nigeria to ensure local knowledge and expertise is used to build an authentic campaign.
- 11.3 The Agency's staff assigned to this Contract shall have the relevant experience to deliver the contract.
- 11.4 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 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
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1	Delivery timescales	Campaign milestones to be completed within set deadlines. Adherence to contract milestones.	100%
2	Response timescales	Resolutions to queries from the Authority shall be received within 2 working days with initial response from supplier arriving within 24 hours.	100%

- 12.2 For the purposes of contract monitoring, representatives of the Agency will routinely report to the Client on the performance of the contract.
- 12.3 Where the Client identifies poor performance against the agreed upon milestones and service KPIs, 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.
- 12.4 The Agency shall be required to provide a full incident report that 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.
- 12.5 The Client agrees to work with the Agency to resolve service failure issues. However, it will remain the Agency’s sole responsibility to resolve any service failure issues.
- 12.6 Where the Agency fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Client reserves the right to seek early termination of the contract in accordance with the procedures set out in Appendix C - Terms and Conditions.
- 12.7 The Agency is responsible for the performance of the Contract by any sub-contractors or other agents working on their behalf. The Agency is to deal with any issues relating to any sub-contractors or other agents working on behalf of the Agency, this however does not exclude sub-contractors or other agents working on behalf of the Agency from attending any Contract Monitoring meeting or contributing to any report where it is appropriate for such sub-contractors or other agents to do so.
- 12.8 If any sub-contractors or other agents working on behalf of the Agency are found unsuitable, for whatever reason, the Agency is to engage with the relevant sub-contractors or other agents to broker a resolution.

### 13. SECURITY REQUIREMENTS

The Agency shall not disclose the content and implementation of the project or the sensitive information, which is exchanged between the Parties to a third party (persons or organisations) without the written consent of the Client. The principle of confidentiality shall continue even after the termination of the contract.

#### **14. INTELLECTUAL PROPERTY RIGHTS (IPR)**

- 14.1 Creative concepts developed by the Agency for this campaign will become the property of the Client to use as they see fit. Furthermore, the Agency should not provide the creative concept to other clients or use it elsewhere in a way that could compromise the message of this campaign.

#### **15. PAYMENT**

- 15.1 Invoices should be submitted on a monthly basis to the Client in UK pound sterling. Invoices shall be provided via email or physical letter.
- 15.2 Payment can only be made following satisfactory delivery of agreed Key Milestones.
- 15.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 15.4 All payments shall be made in UK pound sterling.
- 15.5 The Agency and the Client shall make a payment arrangement where possible to mitigate the impact of currency fluctuations on the project budget.
- 15.6 The Agency shall submit all invoices for work on this project no later than March 20, 2019 to ensure they are processed before the start of the Client's new financial year at the end of March 2019.

#### **16. LOCATION**

- 16.1 The location of the services will be carried out in Nigeria. There will be no requirement for the Agency to travel outside of Nigeria throughout the duration of the contract.

**ANNEX B**

**Agency Proposal**

REDACTED TEXT

**ANNEX C**  
**Statement of Works**

**Not Used**

**Part 2: Call-Off Terms**

Please see the attached Call Off Terms at Appendix 6