

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

Part 1: Letter of Appointment

LOT 9 – Production

Disclosure and Barring Service

Redacted

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 January 2017.

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:	TBC
From:	The Disclosure and Barring Service ("Client")
To:	W & J Linney ("Agent")

Effective Date:	23 rd April 2018
Expiry Date:	End date 22 nd April 2020

Relevant Lot:	9 Production
Services required:	Set out in Section 2 (Services offered) and refined by: The Client's Brief attached at Annex A and Annex A1 Draft Storyboard, the Agency's Proposal attached at Annex B. At this time it is not known what if any updates to the initial video production will be required during the life of the Contract. Requests for updates will be via a Statement Works, rates used will be in line with the submitted rate card and pricing will be agreed with the Client prior to commencement of work.
Statement of Work	The Parties may enter into such Statements of Work as are agreed between the Parties under Clause 1.2. Any additional

	work must be agreed by both parties using the statement of works or another briefing document mutually agreed by both parties.
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Key Individuals:	For the Agency: REDACTED For the Client: REDACTED
Guarantor(s)	N/A

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	<p>Prices will remain firm for the duration of the contract.</p> <p>The maximum contract value will not exceed £200,000.00 the Client is not committed to spending the full amount.</p> <p>Milestone payments for any work commissioned under this contract will be agreed between the Agency and the Client prior to the commencement of the work.</p> <p>Rate Card – Daily rates are based on a working day consisting of eight (8) hours (excluding lunch break). Day rates are inclusive of all expenses and exclusive of VAT.</p> <p>REDACTED</p>
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Core Cost of Video Production
REDACTED

Insurance Requirements	As per Framework Terms and Conditions
Client billing address for invoicing:	<p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. Invoices must also include a valid purchase order number.</p> <p>Invoices can be either emailed or posted NOT both</p> <p>REDACTED</p>

Alternative and/or additional provisions:	N/A
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FORMATION OF CALL OFF CONTRACT

RM3796 – Communication Services
Letter of Appointment
Attachment 4

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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. SCOPE OF REQUIREMENT

- 1.1 The Agency will develop an animated video showcasing the important role that the Client has to play in safeguarding the public. The Client has developed a draft storyboard (Annex A1) the Agency will work with the Client to develop this storyboard to produce a robust, inspirational and high quality animated video.
- 1.2 As a minimum, the Client is looking to achieve the following through the production and subsequent distribution of the end product:
 - 1.2.1 The video has to show the outcomes of Client activity on the people whom it is are trying to protect;
 - 1.2.2 The video has to show how something that happens in a domestic setting can impact on the whole life of the protagonist;
 - 1.2.3 The video needs to show different consequences of a person's actions;
 - 1.2.4 The video should also demonstrate the great work done by the Client in Safeguarding. The exact details will be confirmed with the Agency.

2. THE REQUIREMENT

- 2.1 The Agency shall be responsible for providing the Client with:

2.2 Development and Design Services

- 2.2.1 The Agency shall use its expertise and experience to provide the Client with advice and guidance with regards to shaping the draft storyboard (Annex A1) into a production ready state.
- 2.2.2 The Agency shall utilise Annex A1 to expand upon and focus the key messages which the Client is looking to articulate by utilising experienced storyboard developers to enhance the baseline approach outlined in Annex A1.
- 2.2.3 This shall include the provision of sketched storyboards to support the final version of the written storyboard (developed from Annex A1).
- 2.2.4 The Agency will work to produce the animation that can be played on various digital platforms including PC and MAC.
- 2.2.5 The Client will be looking to work with the Agency to agree the final look and feel of the video to ensure that it has maximum impact on its stakeholders.
- 2.2.6 The Client shall own the final product in its entirety, including the original files and the copyright.

- 2.2.7 The length of the video will be agreed in the early design phases. It is anticipated that this shall be up to 10 minutes' worth of footage.
- 2.2.8 The Agency shall visit the Client's Liverpool office for initial creative meetings. The process for keep in touch meetings can be agreed during this initial face to face.
- 2.2.9 This project will need final sign off from the Client's Senior Management Team and/or Board.

2.3 Production Services

- 2.3.1 The Agency shall have the responsibility for producing the final animated video for the Client in line with the agreed storyboard.
- 2.3.2 The Agency shall ensure that the video is available in High Definition.
- 2.3.3 The video will also need to be accessible, i.e. the ability to include subtitles, in English language.
- 2.3.4 The Agency shall ensure that the animated video is provided to the Client in a format compatible with Mac and PC. The delivery of the final video shall be via we Transfer/Vimeo link in addition to a physical copy on an encrypted USB.

3. KEY MILESTONES

- 3.1 The Agency should note the following project milestones that the Client will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Animation style and concept agreed	Within a month of the contract being awarded.
2	Storyboard created, agreed and delivered to the Client by 31st May	31st May 2018
3	Final approved video produced and delivered to the Client in agreed format	30th June 2018.

4. CLIENT'S RESPONSIBILITIES

- 4.1 The Agency will be supported by the Client's in house communication team throughout the project.

5. REPORTING

- 5.1 The Agency shall provide the Client with fortnightly updates on the progress of the delivery of the service via a conference call.

6. VOLUMES

- 6.1 The requirement is for a single animated video.

- 6.2 The Client will require the ability to update / edit the video as the Safeguarding landscape develops over the next 2 years. Any updates / edits will be on a call off basis and as such the Client cannot guarantee any volumes of work

7. CONTINUOUS IMPROVEMENT

- 7.1 The Agency will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 7.2 The Agency should present new ways of working to the Client during Contract review meetings.
- 7.3 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.

8. QUALITY

- 8.1 The finished video must be in high definition and will also be required in MP4 format.

9. STAFF AND CUSTOMER SERVICE

- 9.1 The Client requires the Agency to provide a sufficient level of resource throughout the duration of the Production of an Animated Video Contract in order to consistently deliver a quality service to all Parties.
- 9.2 Agency staff assigned to the Production of an Animated Video Contract shall have the relevant qualifications and experience to deliver the Contract.
- 9.3 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 Contract.

10. SERVICE LEVELS AND PERFORMANCE

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

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery	An outline proposal including storyboards will be produced for the Clients approval by June 2018	100%
2	Delivery	An animated proof of the video will be produced by August 2018	98%
3	Delivery	The final high resolution video will be produced by September 2018.	100%

11. SECURITY REQUIREMENTS

- 11.1 No specific Security clearance is required for the delivery of these services. Agency staff shall be escorted at all times when at the Clients premises.

12. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 12.1 Any materials created by the Agency's staff in the delivery of this service shall be the Intellectual Property of the Client

13. ANNEX A1- DRAFT STORYBOARD

REDACTED

ANNEX B

Agency Proposal

REDACTED

ANNEX C
Statement of Works
To be used when / if applicable

Part 2: Call-Off Terms

As per Framework RM3796 Appendix C Terms and Conditions