

## DPS Schedule 6 (Letter of Appointment Template and Order Schedules)

### Letter of Appointment

This Letter of Appointment is issued in accordance with the provisions of the DPS Contract between CCS and the Agency, dated 20<sup>th</sup> September 2023.

Capitalised terms and expressions used in this letter have the same meanings as in the Order Incorporated Terms unless the context otherwise requires.

ORDER: Provision of Video Production Agency

<b>Order Number:</b>	PROC-601-2023
<b>From:</b>	Competitions and Markets Authority (CMA)
<b>To:</b>	Malt Films Ltd

<b>Order Start Date:</b>	2 <sup>nd</sup> October 2023
<b>Order Expiry Date:</b>	2 <sup>nd</sup> October 2027
<b>Order Initial Period:</b>	4 year period.
<b>Order Optional Extension Period:</b>	No option to extend

<b>Goods or Services required:</b>	<p>Provision of a Video Production Agency that can, upon request produce creative products Pre and Post-Production that will help support the CMA's key strategic objectives, such as:</p> <ul style="list-style-type: none"><li>- Creative concepts / story boarding</li><li>- Narrative and script drafting</li><li>- Full animation services</li><li>- Live action filming services</li><li>- Access to studios for filming</li><li>- Revisioning content for social media</li></ul>
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	This is not an exhausted list.
<b>Key Staff:</b>	<b>For the Client:</b> [REDACTED] [REDACTED] [REDACTED] [REDACTED]  <b>For the Agency:</b> [REDACTED] Deputy Head of Digital Communications (Creative and Campaigns) Strategy, Communications and Advertising [REDACTED] [REDACTED]
[REDACTED]	N/A

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<b>Order Contract Charges (including any applicable discount(s), but excluding VAT):</b>	<table border="1"> <thead> <tr> <th>Role</th> <th>Hourly Rate</th> <th>Daily Rate</th> </tr> </thead> <tbody> <tr> <td>Producer</td> <td colspan="2" rowspan="6"></td> </tr> <tr> <td>Script Writer</td> </tr> <tr> <td>Director</td> </tr> <tr> <td>Camera Operator</td> </tr> <tr> <td>Voice over ( Basic Studio Fee )</td> </tr> <tr> <td>Actors</td> </tr> </tbody> </table>	Role	Hourly Rate	Daily Rate	Producer			Script Writer	Director	Camera Operator	Voice over ( Basic Studio Fee )	Actors
	Role	Hourly Rate	Daily Rate									
	Producer											
	Script Writer											
	Director											
	Camera Operator											
	Voice over ( Basic Studio Fee )											
Actors												
<b>Liability</b>	<b>Clause 11 of the Core Terms:</b>											
<b>Additional Insurance Requirements</b>	N/A											
<b>Client billing address for invoicing:</b>	CMA Accounts Payable at the following e:mail address: [REDACTED]. In the event of a query regarding an outstanding payment please contact CMA's Finance Team either by e:mail to [REDACTED] or by telephone on [REDACTED]											
<b>Special Terms</b>	N/A											

### PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month for any ongoing video production.

### PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter.

### KEY SUBCONTRACTOR(S)

N/A

### COMMERCIALLY SENSITIVE INFORMATION

Agency's Commercially Sensitive Information:

Written proposal, Video Production Examples and Table of Rates.

### SOCIAL VALUE COMMITMENT

N/A

### SERVICE CREDIT CAP

N/A

### ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Letter of Appointment including the Order Special Terms and Order Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6124*
3. *The following Schedules in equal order of precedence:*
  - *Joint Schedules for RM6124*
    - *Joint Schedule 2 (Variation Form)*
    - *Joint Schedule 3 (Insurance Requirements)*
    - *Joint Schedule 4 (Commercially Sensitive Information)*
    - *Joint Schedule 5 (Corporate Social Responsibility)*
    - *Joint Schedule 6 (Key Subcontractors)*
    - *Joint Schedule 7 (Financial Difficulties)*
    - *Joint Schedule 10 (Rectification Plan)*
    - *Joint Schedule 11 (Processing Data)*
    - *Joint Schedule 12 (Supply Chain Visibility)*
  - *Order Schedules for **PROC-601-2023***
    - *Order Schedule 1 (Transparency Reports)*
    - *Order Schedule 3 (Continuous Improvement)*
    - *Order Schedule 5 (Pricing Details)*
    - *Order Schedule 7 (Key Supplier Staff)*
    - *Order Schedule 8 (Business Continuity and Disaster Recovery)*
    - *Order Schedule 9 (Security)*
    - *Order Schedule 10 (Exit Management)*
    - *Order Schedule 15 (Order Contract Management)*

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- *Order Schedule 16 (Benchmarking)*
  - *Order Schedule 18 (Background Checks)*
  - *Order Schedule 20 (Order Specification)*
4. CCS Core Terms
  5. *Joint Schedule 5 (Corporate Social Responsibility) RM6124*
  6. *Order Schedule 4 (Proposal)* as long as any parts of the Order Proposal that offer a better commercial position for the Client (as decided by the Client) take precedence over the documents above.

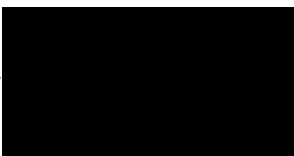
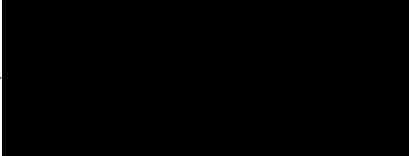
No other Agency terms are part of the Order Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery.

For the avoidance of doubt, the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce goods which are the same or similar to the Goods or Services.

### FORMATION OF ORDER CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into an Order Contract with the Client to provide the Goods or Services in accordance with the terms of this letter and the Order Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Order Incorporated Terms. The Parties hereby acknowledge and agree that this Order 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:		For and on behalf of the Client:	
Signature:		Signature:	
Name:		Name:	
Role:	Manging Director / Executive Producer	Role:	
Date:	20.10.2023	Date:	

## **ANNEX A – STATEMENT OF REQUIREMENTS:**

### **Background to Requirement**

The CMA Digital Communications Team works to promote the work of the CMA to businesses, consumers and stakeholders. To do this we use a number of different methods to communicate – including video.

The vast majority of CMA videos are produced in-house with internal resources, however for more complex videos, the CMA works with external creative agencies.

The CMA has worked with a creative video agency for the past 2 years. During that time we have produced a number of products, examples include:

- [Guidance – CMA Leasehold Properties](#)
- [Guidance – Things to know when arranging a funeral](#)
- [Guidance – Fertility treatment consumer rights](#)

The contract with this agency has now expired.

The CMA now wishes to issue a new contract, covering the next 4 years.

Our aim is to work with an agency to produce creative products that will help us to support the CMA's key strategic objectives as well as the executive team's priorities of getting closer to consumers, improving awareness of the CMA, and helping UK consumers and businesses to better understand the benefits of competition.

## **Audiences**

The CMA has a number of audiences that our videos would be aimed at.

PRIMARY
<ol style="list-style-type: none"><li>1. <b>Businesses</b> This covers all business types, however a lot of the CMA's work tends to focus on certain sectors i.e. i.e. digital markets, construction etc.</li><li>2. <b>Consumers</b> Videos aimed at consumer will usually be targeted at sub-groups that are relevant to the content being produced</li></ol>
SECONDARY
<ul style="list-style-type: none"><li>• Campaign groups</li><li>• Journalists</li><li>• MPs and stakeholders</li></ul>

- Economists/Lawyers
- People with an interest in Gov/Public Sector News
- White Collar professionals from legal and economic backgrounds

## Agency Requirement

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### a) **Services required**

The required services will differ from project to project, however for the purposes of this brief we require an agency that can offer a full range of services. The following list is indicative and not exhaustive. We expect an agency to be able to supply full pre and post production filming services, to include:

- Creative concepts / story boarding
- Narrative and script drafting
- Full animation services
- Live action filming services
- Access to studios for filming
- Revisioning content for social media

We understand that some agencies may need to outsource some of this work, in such cases you should clearly indicate what can be done 'in-house' and what you would expect to be outsourced.

### b) **Usage of content**

When a video is completed we expect the agency to provide all original illustrations, graphics, audio, footage and effects in the appropriate format for use on Adobe, Premier Pro, After Effects, Illustrator and Photoshop as our Digital Team may need to make updates to the files at a later date.

### c) **Constraints that may preclude agencies from accepting this brief**

- Any agency that has been or are being investigated by the CMA

### d) **Budget**

- The total value of the call-off contract is £200,000 (ex. VAT)

### e) **Timescales**

- The contract will run for a period of 4 years from commencement..

## Objectives & KPIs

The CMA wishes to produce quality, attractive and creative new video content that businesses and consumers will enjoy watching and which delivers valuable information.

Specific objectives and KPIs will be set on a case-by-case basis upon commission of each individual project, however we do have overarching strategic objectives for our videos:

- **Inform:** tell our story, share news and provide clear, useful information and guidance to viewers.
- **Build:** build our reputation and digital community by showing more people the work and culture of the CMA through visual media.
- **Engage:** produce video content that encourages 2-way communications with our audiences and interactions such as shares, comments and reactions.

## Context

- The Competition and Markets Authority (CMA) is responsible for enforcing both competition law and consumer protection law in the UK.
- The work of the CMA can often be complex and legalistic. We have made strides in recent years to produce more user-friendly content by undertaking language research and developing communications plans aimed at building and engaging audiences on a relatable level,
- We see video as an important channel for our future communication needs as it is a medium where complex and sometimes esoteric information can be made interesting to a wider audience.
- It is our aim to produce creative and exciting video content for both business and consumer audiences while also staying grounded in our established CMA brand colours, font styles and positioning.
- We require the agency to provide expert advice on current trends and to make recommendations on all aspects of the production of the content.
- The CMA operates [Facebook](#), [Twitter](#), [LinkedIn](#), [Instagram](#) and [YouTube](#) social accounts and so all content produced should be formatted for optimal performance on each channel. This includes ensuring the correct resolution and sizes are used

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and creating multiple versions of the same video that can be adopted for different video styles that are available on social media channels.

- At the CMA, one of the standards we seek to uphold is to ensure videos are as accessible as possible. This includes making subtitles available where needed, using font that is easily readable and colour combinations that comply with [WCAG 2.1 AA standards](#).
- All videos from the CMA should be high definition and in 1080p resolution or higher.

### Previous Communications Activity

#### Businesses (Cartels)

A lot of our work focuses on tackling business cartels, and we have a campaign focused on this issue – [REDACTED]

For this campaign we worked with an external video production agency to produce the following videos to raise awareness of cartel behaviours



#### Consumers (Online sales tactics)

We worked with an agency to produce actor fronted films aimed at highlighting the use of unfair sales tactics on websites. You can view some of the videos on the blog linked here:



#### Recruitment videos

We produced a number of videos focused on generating applications to the CMA's new Digital Markets Unit:



### Previous In-House Video Projects

The CMA's Digital Team produce 95% of the video assets that are required to support day-to-day communications. Examples of our in-house videos can be found on our YouTube Page [REDACTED]

#### Stakeholders and influencers

The CMA is a member of the Consumer Protection Partnership (CPP) group, which comprises of: Citizens Advice, Trading Standards and the Advertising Standards Authority

- In addition, we work closely with external organisations, including: Which? And Money Saving Expert

Other potential stakeholders include:

***OGDs/Consumer regulators***

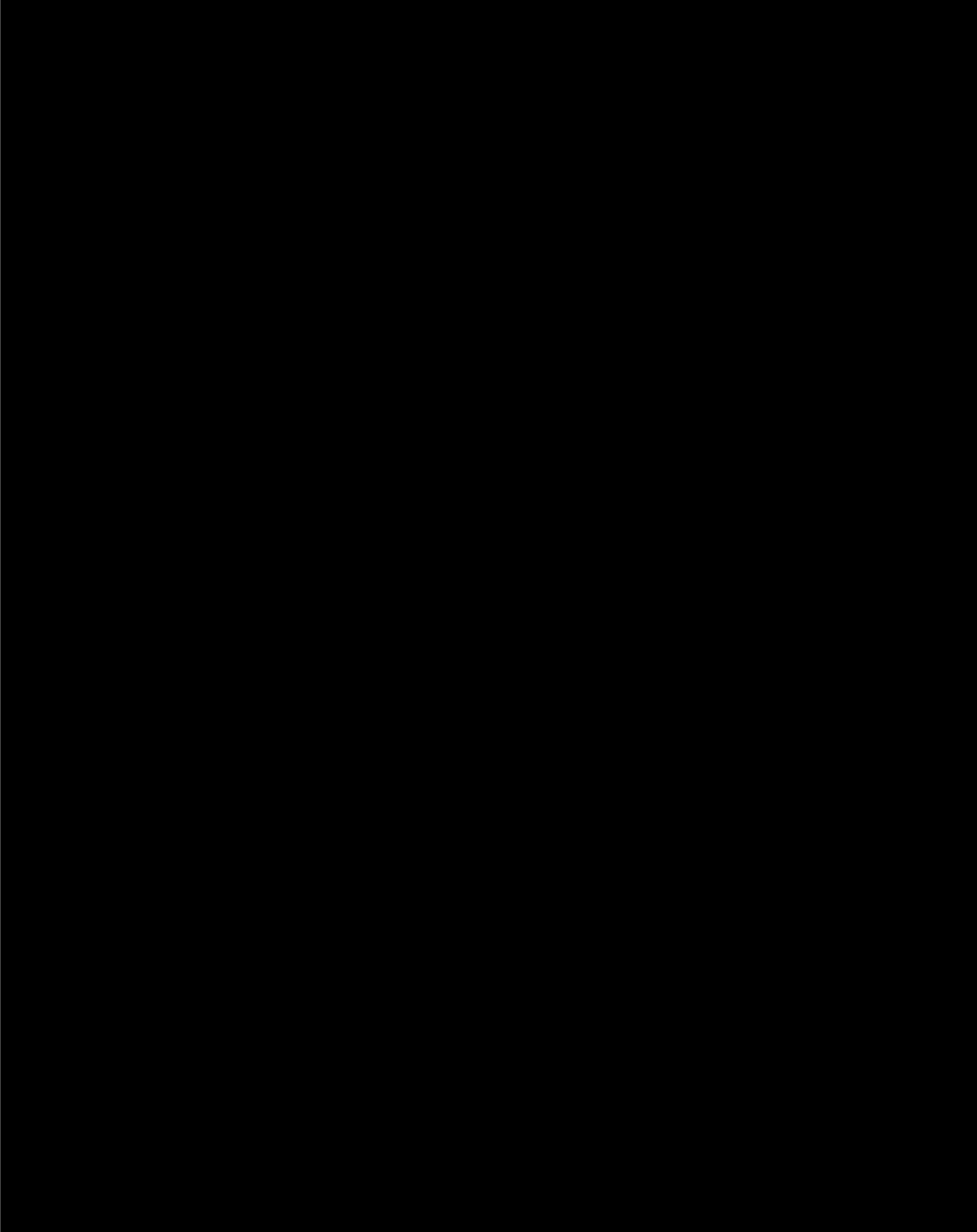
- Department for Business, Energy and Industrial Strategy (BEIS)
- Chartered Trading Standards Institute (CTSI)
- National Trading Standards (NTS)
- Consumer resolution: Resolver

***General Business***

- Federation of Small Businesses (FSB)
- British Independent Retailers Association (BIRA)

British Retail Consortium (BRC)

**ANNEX B - Agency Proposal as submitted on 15<sup>th</sup> August 2023.**

	
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#### 4 - RESOURCE & EXPERIENCE

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