

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

Part 1: Letter of Appointment

Lot 6 - Creative Development and Delivery



Kindred Agency Ltd
Dean Bradley House
52 Horseferry Road
London
W1F 9FF

Call Off Design and Creative Services (PROC.03.0136)

Dear [REDACTED]

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 01 February 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:	PROC.03.0136
From:	Water Services Regulation Authority, Centre City Tower 7 Hill Street, Birmingham, B5 4UA ("Client")
To:	Kindred Agency Ltd, Dean Bradley House, 52 Horseferry Road, London, W1F 9FF ("Agent")

Effective Date:	12 February 2018
Expiry Date:	End date of Initial Period 11 February 2020 End date of Maximum Extension Period 11 February 2021

RM3796 – Communication Services
Letter of Appointment
Attachment 4

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	<p>Board</p> <p><i>Client Service Director</i></p> <p><i>Creative Director</i></p> <p><i>Design Director</i></p> <p><i>Creative Services Director</i></p> <p>Senior</p> <p>Account Director</p> <p>Print/Production Director</p> <p>Senior Designer</p> <p>Senior Artworker</p> <p>Senior Editor</p> <p>Mid</p> <p>Account Manager</p> <p>Production Manager</p> <p>Designer</p> <p>Artworker</p> <p>Editor</p> <p>Junior</p> <p>Account Executive</p> <p>Production Executive</p> <p>Junior Designer</p> <p>Junior Artworker</p> <p>Junior Editor</p> <p>Within the tendered Maximum and Minimum Rates the specific rates specific to the roles are as specified in Annex D.</p>
Insurance Requirements	Insurance requirements are as specified in the Framework Agreement:

	<p>Public liability insurance to cover all risks in the performance of the Call-Off Contract, with a minimum limit of £2 million for each individual claim</p> <p>Employers' liability insurance as required by law.</p> <p>Professional indemnity insurance adequate to cover all risks in the performance of the Call-Off Contract with a minimum limit of indemnity of £ 1 million for each individual claim.</p>
Client billing address for invoicing:	<p>Centre City Tower 7 Hill Street Birmingham B5 4UA</p>

Alternative and/or additional provisions:	<p><i>In May 2018 the existing Data Protection requirements in relation to Data Processors is expected to be superseded by new legislation (the General Data Protection Regulations GDPR) that places greater obligations on their responsibilities and actions. Where the Supplier acts as a Data Processor Ofwat will require, prior to this legislation coming into force, a statement that it will comply with the requirements at no extra cost to Ofwat.</i></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 Agency:

Name and Title:

Signature:



Date: 01 February 2018

For and on behalf of the Client:

Name: Rachel Fletcher

Title: CEO

Signature:



Date: 05 February 2018

ANNEX A

Client Brief

1. Objectives

The objective of the call off is to provide new templates and ideas on how we can enhance existing and new documents in order to achieve a level of professional output in the following area:

1.1 Accessibility and readability

The information may be technical and complex and it needs to be able effectively communicate with stakeholders and other interested parties.

2. Scope

The Contract shall operate on the basis of a call off with the Supplier being given project work as directed by the Ofwat project manager. Unless specified in this document both parties shall agree the deadline for completion of each project.

Any Contract awarded shall run from its Commencement Date which is anticipated to be January 2018 for two years with the option to extend up to 12 months.

Ofwat requires support to help produce innovative content using new and up-to-date approaches to design and creative work. Ofwat publishes a number of key publications each year to a challenging timetable. Our documents need to be engaging and in a format that is clear and accessible to our stakeholders, while retaining the necessary level of technical detail.

All our in-house design work is created on Surface Pro 3 (PC platform).

The Supplier may be required but not limited to support and delivery of:

- Infographics;
- Creation of brands/sub-brands for campaigns
- designed documents;
- interactive pdfs;
- videos; and
- Prezis

Examples of the style of photographs and approach to design Ofwat currently uses can be found at <http://www.ofwat.gov.uk>. Some examples of work undertaken this year include:

- Our business plan summary
- Resilience tree graphic
- Resilience in the round report
- Monitoring the retail market infographic

Examples of the style of photographs and approach to design Ofwat currently uses can be found at www.ofwat.gov.uk.

Our corporate visual identity guide (attached at Appendix A) outlines our visual style and approach to photography.

The Supplier will need to ensure work can be delivered securely as unpublished data is official and sometimes commercially sensitive.

Any work that is produced on Ofwat's behalf will be Crown Copyright. We will require the editable original files in a format we can edit to adapt and reuse as we see fit.

4. Key Tasks

In order to achieve the overall objectives, the Supplier will use its expertise to create design content that can be used on multiple digital media channels.

In addition, the Supplier is required to provide resilience for our small team at key points in the year.

5. Key Outputs and Deliverables

The outputs and deliverables may vary depending on the required and will be agreed before the commencement of the work.

6. Skills and experience required

The Supplier's Staff nominated to provide the services will have the following skills and experience:

- Experience in using QuarkXPress, Illustrator, Photoshop, Prezi, InDesign and PowerPoint and current design tools.

7. Call off of Services

Call-off of requirements may be engaged by the Project Manager or Ofwat representative by contacting the Supplier and quoting the order number. Instructions may be given by letter, by email or by telephone. On receipt of an instruction from the Customer the Supplier will complete a 'Confirmation of Instructions' and will forward this to the Customer.

The Supplier shall include in the Confirmation of Instructions at least the following information.

- Scope and deliverables.
- Timetable.
- Delivery team.
- Capped price.

8. Contract

Following the evaluation of submitted tenders, a Supplier may be selected to perform the Services. Any Contract awarded will be placed with a prime Contractor who will take full contractual responsibility for the performance of all obligations under the Contract.

Any Services arising from this procurement will be carried out pursuant to the Contract which includes:

- Call-Off Terms for the Creative and Delivery Services Framework Agreement;
- the relevant Order Form as issued by the Customer;
- this Customer's Brief/Specification in the Invitation to Tender document; and
- the successful quotation.

9. Project management arrangements

Ofwat's project manager and the day-to-day contact for the project is Laura Masters, Corporate Communications.

The Supplier is required to provide a project manager for the delivery of the project.

10. Location and provision of facilities

We expect that the Supplier will use its own IT and premises to produce the work. However we will have regular meetings to brief the Supplier and evaluate the work produced. These may take place at

Ofwat's Birmingham office (Centre City Tower, 7 Hill Street, Birmingham B5 4UA) or Ofwat's London office (21 Bloomsbury Street, London WC1B 3HF). On occasion Ofwat staff may go the Supplier's premises to work with their staff.

11. Financial arrangements

The financial arrangements are set out in the Framework Agreement.

The Capped Price for this Contract is £225,000 (excluding VAT and travel and accommodation) over the three-year term should the optional one-year extension be taken up.

All subsequent work will be called off using the agreed daily rates.

The contract will be the capped price payable by the Customer for the project and will only be exceeded by agreement between the parties. Such agreement will only be given by the Customer where cost overruns have arisen as a result of the work involved being over and above that reasonably anticipated prior to the commencement of the assignment.

Where the costs incurred by the Supplier in performing the Services falls below the quotation, the Contractor shall invoice the Customer for the actual value of the Services provided according to the charging structure described in the Contract.

Any travel and accommodation required in connection with the Framework Agreement will be reimbursed on acceptance of receipts and where appropriate a mileage log. Any travel and accommodation must be in accordance with the travel and subsistence rates as attached at Appendix A.

Invoices for payment will be due upon acceptance by Ofwat of the Services/deliverables.

Appendix A – Travel & Accommodation Rates

Receipts must be submitted with all claims and must be in accordance with these rates

Accommodation:

Paid on actual expenditure within the following prescribed ceilings:

London	£165
Elsewhere	£115
Private residence	£25

These rates cover a 24 hour period for accommodation only, inclusive of VAT, receipts must be submitted.

Mileage Rates:

25p per mile

A mileage log must be submitted (to/from, mileage/date, to see/purpose)

Rail Travel:

The actual cost of public transport (normally rail) may be reimbursed. Economy Class (second class) rail tickets should be purchased.

ANNEX B

Agency Proposal

The Agency proposal is to be read in conjunction with this Letter of Appointment and consist of the bid in response to the Invitation to Tender: Call Off Design and Creative Services submitted to the Crown Commercial Services procurement portal on 13 December 2017 under Lot 6 of the Communication Services framework (RM 3796) and consisting of the following titled documents:

1. Understanding of Approach to the Requirement
2. Delivery Staff
3. Pricing*

*contents specified in this letter of appointment Call Off Charges section.

ANNEX C
Statement of Works

This is a project managed contract with a value in excess of £100,000 and as such there is no single statement of works given the differing types of project that may be generated. Annex A contains the overall requirement.

Part 2: Call-Off Terms

Call Off Terms are specified in the Crown Commercial Services document titled **Call Off Contract, Communication Services, Reference Number (RM3796), Framework Attachment 5** which is to be read in conjunction with this Letter of Appointment:

ANNEX D

Actual Rates applicable to the Contract.

Within the minimum and maximum rate band specified in Call Off Contract Charges the actual rates specific to this agreement are as follows:

Staff Grade	Discounted Daily Rate (£)	Discounted Daily Rate (£)
Board		
Client Service Director		
Creative Director		
Design Director		
Creative Services Director		
Senior		
Account Director		
Print/Production Director		
Senior Designer		
Senior Artworker		
Senior Editor		
Mid		
Account Manager		
Production Manager		
Designer		
Artworker		
Editor		
Junior		
Account Executive		
Production Executive		
Junior Designer		
Junior Artworker		
Junior Editor		