

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

Part 1: Letter of Appointment

LOT 11 - International

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:	CCPR17A02
From:	The Cabinet Office, 70 Whitehall, London, SW1A 2AS ("Client")
To:	M & C Saatchi UK Ltd, 26 Golden Square, London, W1F 9EE ("Agent")

Effective Date:	28 th March 2017
Expiry Date:	End date of Initial Period 30 th September 2017 End date of Maximum Extension Period - None Minimum written notice to Agency in respect of extension: N/A

Relevant 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	The Parties may enter into such Statements of Work as are agreed between the Parties under Clause 1.2]

Key Individuals:	For the Client: REDACTED
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	For the Agency: REDACTED
Guarantor(s)	N/A

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	Role	Level	Discounted Daily Rate	
	Senior Management	Board	REDACTED	
	Co-ordination and management	Senior	REDACTED	
	Co-ordination	Junior	REDACTED	
	Creative director	Board	REDACTED	
	Art director	Board	REDACTED	
	Technical director	Board	REDACTED	
	Head of strategy	Board	REDACTED	
	Head of analytics	Senior	REDACTED	
	UX designer	Senior	REDACTED	
	Motion designer	Mid	REDACTED	
	Designer	Mid	REDACTED	
	Senior copywriter	Senior	REDACTED	
	Copywriter	Mid	REDACTED	
	Head of development	Senior	REDACTED	
	Front-end developer	Mid	REDACTED	
	Back-end developer	Mid	REDACTED	
	QA specialist	Junior	REDACTED	
	Media manager	Mid	REDACTED	
	Project manager	Mid	REDACTED	
	Account manager	Mid	REDACTED	
	Content manager	Junior	REDACTED	
Community (SMM) manager	Mid	REDACTED		
Community (SMM) editor	Junior	REDACTED		
The Maximum Contract Value shall be limited to £100,000.00				
Insurance Requirements	No additional Insurance requirements above standard Framework levels.			
Client billing address for invoicing:	The Cabinet Office, 70 Whitehall, London, SW1A 2AS			

Alternative and/or additional provisions:	<p>Any costs associated with Travel and Subsistence must be considered in line with Government guidelines. For further guidance follow the link provided below.</p> <p>https://www.gov.uk/government/publications/employment-intermediaries-travel-expense-guidance/travel-and-subsistence-expenses-for-workers-engaged-through-employment-intermediaries-from-6-april-2016</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:

For and on behalf of the Client:

Name and Title:

Signature:

Date:

ANNEX A

Client Brief

1. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 1.1 Opinion research shows that perceptions of Ukraine in the world tend to be negative, with the country's considerable assets and fantastic potential failing to shine through.
- 1.2 In order to capitalise on upcoming events that will likely put Ukraine near the top of the news agenda, it's crucial to present international audiences with a new narrative about Ukraine.
- 1.3 The GCS and FCO teams involved with this project, including the Embassy in Kyiv, have extensive links into Ukrainian departments and agencies. They also have links with the Ukrainian business community via strong working relationships with the Ministry of Economic Development and Trade of Ukraine and Ukraine Invest, the investment promotion agency. It is recognised that the timeframes around this project are very tight and the subject matter is not without its challenges. As such the Authority is committed to being an active partner and working with the appointed Supplier on every aspect of the campaign. The Authority will help coordinate and liaise with stakeholders in Ukraine; including making available key participants, sharing existing research/data and past branding efforts, and work with the appointed Supplier on concept and strategy development, planning and implementation. The Authority has assembled a working group of Ukrainian Government officials drawn from international facing ministries and agencies across government, who are committed to the effective and successful implementation of this campaign. This initiative has the support of top officials from the centre of government, who are committed to moving expeditiously on this project.
- 1.4 To achieve this a surprising, engaging and adaptable campaign that makes best use of digital channels and major international events involving Ukraine is sought. It should tell stories through Ukrainians and foreigners living in Ukraine that show international audiences a new image of Ukraine.
 - 1.4.1 Audiences:
 - 1.4.1.1 International news media (e.g. BBC News, CNN) and international decision-makers
 - 1.4.1.2 International investors/business and business media
 - 1.4.1.3 Eurovision viewers; potential tourists; entertainment and lifestyle media
 - 1.4.2 Goals:
 - 1.4.2.1 Improve Ukraine's international reputation by highlighting the significant progress it has made on key reforms and investments (infrastructure, business, legal)

- 1.4.2.2 Show how reforms have improved the climate for business in Ukraine, with significant opportunities for foreign investors and British business
- 1.4.2.3 Reset Ukraine's international brand by maximising the potential of international events and PR opportunities to present a new and positive image of Kyiv and Ukraine to the world

2. DEFINITIONS

Expression or Acronym	Definition
GCS	means Government Communication Services
PR	means Public Relations
GoU	means Government of Ukraine

3. SCOPE OF REQUIREMENT

- 3.1 The Agency's main task will be to produce an effective creative concept that encompasses a new brand and narrative for Ukraine that can be developed into engaging and shareable content, as well as a credible and cost-effective campaign plan for a multi-channel campaign.
- 3.2 There is also a potential to mobilise additional funding of a further £50k via the Government of Ukraine for additional activities, including print, video and digital (including web-development and social media production) and events.

4. THE REQUIREMENT

- 4.1 A multi-channel campaign aimed at international audiences that will put forth a more positive narrative about Ukraine abroad. The campaign must support relationships with key international strategic partners by building greater trust and confidence in the country and its government. In addition, the campaign shall encourage more people to explore what Ukraine has to offer – be it for business or pleasure. The campaign plan should take into account any major events on the horizon that will put Ukraine in the headlines internationally, and plan campaign activity accordingly.
- 4.2 The Campaign Board and Campaign Delivery Team will both be based in Kyiv. Although there will be significant and continuous involvement from UK communications advisors, campaign management will be conducted primarily from Kyiv. As such, the Agency must either have an existing local partner or will be able to find a local partner to collaborate on their submission to design and deliver this campaign. In addition to the practical needs for an on-the-ground presence in Kyiv, local knowledge and understanding of Ukraine will be essential for the development and delivery of an authentic campaign.
- 4.3 Potential partnerships for the campaign could include stakeholders in the Government of Ukraine (GoU). In particular, there is an international communications group consisting of stakeholders from international-facing government ministries and agencies that meets regularly. Stakeholders in this group could be instrumental in

facilitating partnerships with, for instance, local government, embassies, businesses, media, local agencies and suppliers.

4.4 The campaign’s primary focus will be reaching European and – as budget and opportunities allow – North American audiences. Specific audience groups for this campaign are as follows:

4.4.1 International news media (e.g. BBC News, CNN) and international decision-makers

4.4.2 International investors/business and business media

4.4.3 Eurovision viewers; potential tourists; entertainment and lifestyle media

4.5 As the campaign is geared towards international audiences, its content will be primarily in English. However, the Campaign Board may decide to translate all or certain assets into Ukrainian.

5. KEY MILESTONES

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

Milestone	Description	Timeframe
1	Inception meeting/concept planning meeting	Within week 1 of Contract Award
2	Initial draft campaign approach	Within week 2 of Contract Award
3	Finalise campaign concept	Within week 3 of Contract Award
4	Launch campaign	Friday 12 th May 2017

6. CLIENT’S RESPONSIBILITIES

6.1 GCS and partners in the GoU will be hands on in supporting the Agency in developing and delivering this campaign. GCS will particularly support on PR/media placement, and facilitating partnerships and connections within the GoU. GCS will also act as a go to for the Agency’s London office and will be on call to troubleshoot and provide insight as needed.

7. REPORTING

7.1 The Client requires regular updates and review meetings throughout the concept creation phase. The Agency must be available to provide representatives as required for any such meeting. These meetings shall be held in Kyiv, Ukraine.

7.2 The Agency shall also be expected to report on the outcomes and any lessons learnt following successful launch of the promotional campaign.

8. VOLUMES

8.1 NA

9. CONTINUOUS IMPROVEMENT

9.1 The Agency will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

9.2 The Agency should present new ways of working to the Client during Contract review and concept meetings.

9.3 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.

10. SUSTAINABILITY

10.1 Wherever possible consideration should be given to the environmental impact of activities associated with the campaign.

11. QUALITY

11.1 The campaign's core creative concept and content should be of the highest quality. It should present target audiences (below) with a fresh, surprising take on Ukraine that is also convincing and achieves the campaign's objectives. Content should be highly shareable and will stand the test of time.

11.1.1 International news media (e.g. BBC News, CNN) and international decision-makers

11.1.2 International investors/business and business media

11.1.3 Eurovision viewers; potential tourists; entertainment and lifestyle media

12. PRICE

12.1 All costs provided must be inclusive of expenses and excluding VAT.

13. STAFF AND CUSTOMER SERVICE

13.1 The Client requires the Agency to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.

13.2 Agency staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.

13.3 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.

14. SERVICE LEVELS AND PERFORMANCE

14.1 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	Concept Development	Key staff attendance at concept development meetings in Kyiv, Ukraine	100%
2	Concept Development	Development of draft proposals for discussion and agreement.	Within 2 days of key milestone
3	Concept Development	Finalise campaign concept.	Within 2 days of key milestone
4	Launch campaign	Campaign launched to schedule	100%

- 14.2 For the purposes of contract monitoring, representatives of the Agency will routinely report to the Designated Officer on the performance of the Contract.
- 14.3 Where the Client identifies poor performance against the KPIs 1, 2 and 3, 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.
- 14.4 The Agency shall be required to provide a full incident report which 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.
- 14.5 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.
- 14.6 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.
- 14.7 The Agency is responsible for the performance of the Contract by any sub-contractors or other agents working on behalf of the Agency. 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.
- 14.8 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.

15. SECURITY REQUIREMENTS

15.1 NA

16. INTELLECTUAL PROPERTY RIGHTS (IPR)

16.1 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.

17. PAYMENT

17.1 Payments will be made by the Cabinet Office. Invoices should be sent to the Cabinet Office at 70 Whitehall, London, SW1A 2AS.

17.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

17.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

18. ADDITIONAL INFORMATION

18.1 Any costs associated with Travel and Subsistence must be considered in line with Government guidelines. For further guidance follow the link provided below.

<https://www.gov.uk/government/publications/employment-intermediaries-travel-expense-guidance/travel-and-subsistence-expenses-for-workers-engaged-through-employment-intermediaries-from-6-april-2016>

19. LOCATION

19.1 The Services will be carried out at Kyiv, Ukraine.

Agency Proposal

CONTENTS

1. Approach and Brief
2. Outline of the Creative Strategy
3. Outline of Summary of the Media Strategy
4. Media Plan
5. Budget Breakdown

20. OUR APPROACH AND BRIEF

20.1 Management, Responsibility & Evaluation

- The Agency will work with ISD, an award winning digital agency in Kiev on this project.
- Senior management and co-ordination will be handled from London and the main day to day operations and implementation will be done from Kiev.
- Senior management from the Agency will attend key meetings in London and Kiev, as specified in the tender.
- The Agency will take overall control and responsibility of the entire project – from strategy and creative to media, evaluation and final report.
- ISD will manage and attend all local level discussions and meetings and report back to the Agency senior management with updates as necessary.
- At the start of the project the Agency will discuss the creative routes and direction in order to agree and finalise one route as quickly as possible.
- The Agency will also present the benefits of the use of the additional budget in terms of campaign delivery and effectiveness.
- The Agency will quickly agree a set of KPIs for the project, e.g. number of site visits, speed and efficiency of going live; delivering success and PR; tap into any ongoing research regarding image perceptions; monitor the number of positive international media stories about Kiev and Ukraine etc.
- The Agency will provide weekly written reports on status and next steps as well as evaluation on how the approval process and working process is developing each week.
- The Agency will make recommendations on ways to improve and streamline the process as necessary during the course of the project, including the possible deployment of Agency staff in Kiev.
- Especially in regards to digital media, a daily and weekly analysis will be prepared to ensure that the Agency can adapt and change the schedule based on results and activity to date.
- This will also include an analysis of the creative work and measurable results to identify which messages resonate best. The Agency intend this to be a fully flexible programme.

- At the end of the project a full media report will be delivered detailing the results of the campaign, measuring overall success, but also analysing which messages worked most effectively for future use.
- The Agency will also produce a report detailing recommendations for future campaigns to boost the image and perceptions of Ukraine in a business and tourist context.
- Finally, the Agency recognise that this is a huge opportunity to work in Kiev and develop long lasting partnerships and skill transfers between ISD and the Agency. The Agency expect the end of the project to leave behind a strong legacy between the UK and Ukraine ad industries.

20.2 The Brief

- The objective of the project is to change the perceptions and image of Ukraine.
- To show that Ukraine is a viable and successful country – despite recent issues with Russia and the annexation of Crimea.
- The task of the agency is to identify success stories in Ukraine; politically, economically and imagewise.
- The Agency intend to show that things are not only ‘normal’ in Ukraine, but thriving.
- Show that business is booming, in part thanks to the economic and legal reforms.
- Explain these significant and powerful reforms, especially in the areas that Ukraine’s perceptions significantly lag behind reality, e.g.:
 - Business reforms that have led to an improvement in the ease of doing business
 - Law and the judiciary
 - Human rights
 - Anti-corruption and transparency
 - Tax avoidance
- Explain the opportunities for investment within Ukraine
- Demonstrate that Ukraine is a good environment in which not just to work, but also to live, thereby showing off modern Ukraine rather than any old stereotypes – especially regarding the beautiful city of Kiev.
- Where possible, show that Ukraine and Kiev are a spectacular place to visit for the scenery and culture.

21. OUTLINE OF THE CREATIVE STRATEGY

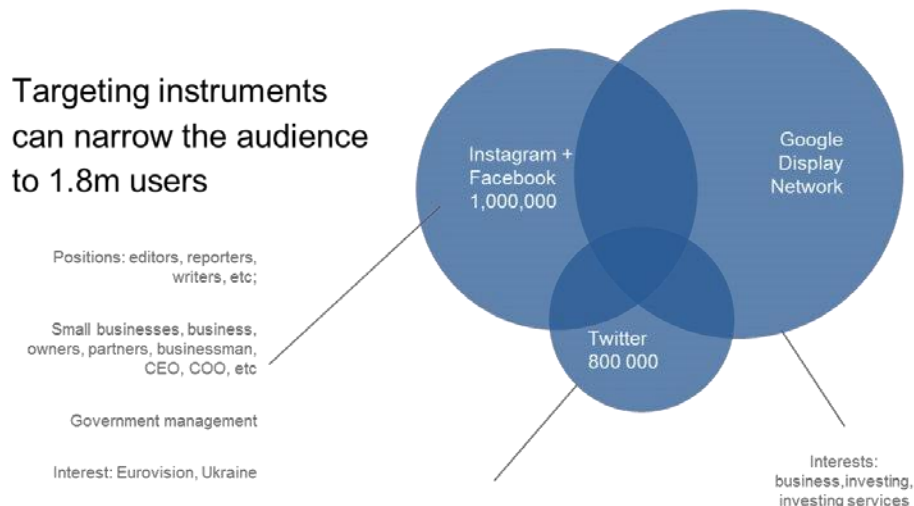
- In the brief (*Appendix B section 3.4*) the Client explicitly say that the campaign “should tell stories through Ukrainians and foreigners living in Ukraine that show international audiences a new image of Ukraine.”
- The vision is to shift people’s thinking of Ukraine by highlighting the country’s reality and progress while shedding stereotypes.
- Working closely with ISD, the Agency has identified the leading way to communicate this message to an international audience.
- The Agency attach two routes in 4.2; one which works on your approach, and another, alternative route for comparison.
- Each route will deliver the same effect and will all be handled and produced by specialist teams in London and Ukraine.

- The key challenge is to use the negative perceptions and image of Ukraine and Kiev to an advantage – to show that life is very different to what people may think.
- In this way, both campaigns will show a modern, dynamic and innovative Ukraine
- Due to budget constraints, the Agency are focusing our efforts on Western Europe, but there will be some spill over into North America in certain media and PR events.
- The Agency have defined the target audience as; opinion formers, journalists, C-Suite executives (i.e. CEOs, CFOs, COOs etc.) of major companies and organisations, politicians and those interested in but not opposed to Ukraine.
- The Agency intend to capitalise on the newsworthiness of the Eurovision Song Contest held in Kiev May 9-13 and also Kiev Day (May 28) and investment summits e.g. New Ukraine May 16-17 (<http://newukraineevents.com/en/>) which will raise interest in Ukraine and its current political and economic outlook.
- It is imperative that we are out with a positive message of Ukraine in time for these spikes in interest.
- Part of the plan will be to manage calls to action e.g. websites such as <https://www.investukraine.net/> need to be updated or deleted as they are so out of date.
- The Agency will work with leading journalists in the Ukraine to provide accurate and positive stories about the reforms.

22. OUTLINE SUMMARY OF THE MEDIA STRATEGY

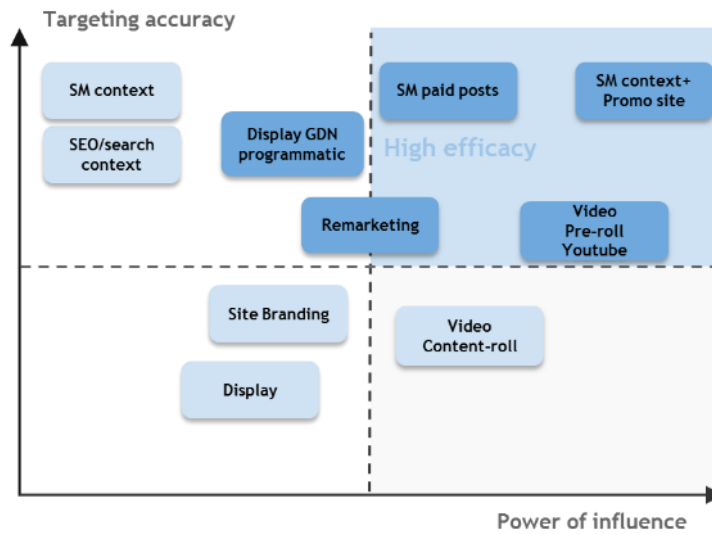
Demonstrates how the agency connect to the 3 identified audiences

Media tactics



Media tactics

Targeting accuracy and the power of influence are the main effective indicators in Digital Advertising Formats



23. MEDIA PLAN

weeks	1	2	3	4
Reach Posts	Facebook sponsored posts in feed		Reach: ~800 k (8+) Site users: 11k	~20 000 £
	Instagram sponsored posts in feed		Reach: ~500 k (8+) Site users: 7k	~12 270 £
	Twitter sponsored twits in feed		Reach: ~500 k (6+) Site users: 3k	~11 500 £
Reach Video	Youtube preroll video		Reach: ~600 k (5+)	~74 000 £
	Google Display Network Remarketing display		Reach: 3-10 k (50+)	~870 £
Involve	Web-Site			Site users: 22-30 k Duration time: 01:30

Budgeted
Out of scope

24. BUDGET BREAKDOWN

Media:	£REDACTED
Production and agency fees:	£REDACTED
Total:	£REDACTED

*NB: These costs are subject to discussion and final approval of media plan.

Organisational Structure

REDACTED

25. ESCALATION PROCESS

Should any formal issues arise the Agency have developed the below escalation process:

If the issue requires it, an escalation meeting will be scheduled to pin-point the exact nature of the problem and ensure a solution is agreed upon promptly. The notes and actions from this meeting will be circulated to both teams and the key learnings will feed into the quarterly review and appraisal.

ESCALATION LEVEL	Point of Contact	Timeframe for Response
First	Account Director	Within 3 hours
Second	Team Leader	Within 8 hours
Third	Partner	Within 12 hours

Concept Costs

Concept Costs					
Stage	Role Description (please complete)	Days	Discounted Rate	Sub-total	Comments
Research / Background	Head of strategy	3	REDACTED		
	Technical director	1	REDACTED		
	Art director	3	REDACTED		
	Creative director	3	REDACTED		
	Senior copywriter	3	REDACTED		
	Designer	2	REDACTED		
	Media manager	1	REDACTED		
	Project manager	3	REDACTED		
Design	Creative director	4	REDACTED		
	Art director	10	REDACTED		

	UX designer	4	REDACTED		
	Designer	14	REDACTED		
	Project manager	4	REDACTED		
	Account manager	4	REDACTED		
Concept Development	Technical director	3	REDACTED		
	Art director	3	REDACTED		
	Head of development	4	REDACTED		
	Front-end developer	15	REDACTED		
	Back-end developer	2	REDACTED		
	QA specialist	4	REDACTED		
	Copywriter	5	REDACTED		
	Project manager	10	REDACTED		
	Content manager	2	REDACTED		
Other (SMM, PR, MEDIA)	Senior Management	5	REDACTED		
	Co-ordination between Ukraine and London	18	REDACTED		
	Co-ordination between Ukraine and London	18	REDACTED		
	Art director	2	REDACTED		
	Head of analytics	4	REDACTED		
	Copywriter	6	REDACTED		
	Motion designer	5	REDACTED		
	Video production (incl.sound&editing)	1	REDACTED		
	Designer	4	REDACTED		
	Account manager	7	REDACTED		
	Project manager	4	REDACTED		
	Media manager	10	REDACTED		

	Community (SMM) manager	15	REDACTED		
	Community (SMM) editor	6	REDACTED		
			TOTAL	REDACTED	

ANNEX C
Statement of Works
Not Used

Part 2: Call-Off Terms

See Separate Document titled ***“Terms and Conditions”***