

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

### Part 1: Letter of Appointment

#### LOT 4 – Public Relations (Specialist and Regional)

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 10<sup>th</sup> March 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:	CCPR16A04
From:	The Disclosure and Barring Agency ("Client")
To:	Kindred Agency Limited ("Agent")

Effective Date:	15 <sup>th</sup> March 2017
Expiry Date:	End date of Initial Period 14 <sup>th</sup> March 2018 End date of Maximum Extension Period 14 <sup>th</sup> March 2019 Minimum written notice to Agency in respect of extension: 30 calendar days.

Relevant Lot:	4 - Public Relations (Specialist and Regional)
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 Statement of Work is attached at Annex A, and no further Statements of Work shall be entered into.

Key Individuals:	REDACTED
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Guarantor(s)	n/a
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Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	The contract value shall not exceed £80,000.00. The client will be charged in line with the rate card at Schedule 2 of the terms and conditions.
Insurance Requirements	As per section 19 of the terms and conditions.
Client billing address for invoicing:	REDACTED

Alternative and/or additional provisions:	n/a
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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**

PR support/guidance for the following areas:

- Campaigns, including the production and targeted distribution of press releases;
- Monitoring social media and media coverage for discussions, articles and broadcasts relating to or mentioning the Client;
- Acting and advising to minimise the negative impact an incident or scenario has on the public reputation of the Client;
- Evaluating success of crisis management work;
- Copywriting and copyediting;
- Media conference and press announcement event management and coverage.

The client requires ad-hoc support for a range of PR related issues to include

- PR related training for Senior Management Team and identified spokespeople – It is anticipated that this will be 2-3 sessions for around 10 people at each session. These will be delivered on Client premises.
- Ad hoc support with refinement of plans and scripts;
- Ad hoc guidance and preparatory work with identified media spokespeople;
- Ad hoc PR related projects;
- Ad hoc monitoring of various media channels and platforms to stay abreast of potential reputational damage;
- Ad hoc measurement and analysis of the success and value of any media campaigns undertaken by the Client;

The Client will also require reputation management support via an on call service, ready to minimize negative public perception. This service will be available 24 hours a day, 365 days a year.

This service shall include attendance at Client premises to deliver damage control and reputational mitigation activities following the occurrence of an incident. This could also include attendance and management of press events and any other mitigating actions to support the reputational management of the Client.

Monthly Keep in Touch and Quarterly contract review meetings are to be arranged with agreement from the Agency and Client.

Monthly Keep in touch meetings will be forfeited where they are scheduled in the same month as a quarterly review.

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

When	Service	Details
Ongoing	On call – 24 hours Service	Minimizing any negative perception caused by a crisis-situation
Within 2 weeks of Commencement Date	Initial meeting to discuss ways of working	The Agency shall meet with DBS within 2 weeks of Commencement Date to agree ways of working and discuss specific processes for consuming services.
Quarterly	Quarterly performance/review meetings	The Agency shall meet with DBS to review performance, discuss any issues and review project pipeline. Agencies should note that quarterly performance reviews will be instead of not as well as 'keep in touch' meetings should these be schedule for the same calendar month.

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

Service	SLA Description	Target
On call – 24 hours Service	The Agency shall respond to all requests for reputation management support, 24 hours a day, 365 days a year.	Within 2 hours of call request raised by DBS.
Provision of media/PR training to all identified key figures within the Client	The Client to draw up list of agreed individuals who may need to act as spokesperson at times of crisis. The Agency is to provide media/PR training session to prepare each with skills and confidence to fulfil this function.	To train all identified individuals within 6 months of contract commencement
Regular attendance at 'keep in touch' meetings (face to face or via telephone)	The Client and Agency will meet initially to plan out how the relationship will work, and will then agree how regular 'keep in touch' meetings will happen.	To meet with the Client within first month of contract. To then attend keep in touch meetings monthly/bi-monthly

During the course of the contract, the Agency may be given access to a range of information/data held by the Client. The Client holds documentation within Operations (Barring) crucial to their decision-making process which is seen as intellectual property.

The Client's intellectual property must not be shared with anyone outside of the organisation for profit or gain which may compromise the organisation's reputation or damage their future standing to safeguarding vulnerable adults or children.

The Agency shall have no rights to use any of the Client's names, logos or trademarks without the prior written approval of the Client.

Payment for the services shall be made on a consumption based approach, i.e. the Client will pay the Agency for services rendered. Invoices shall be submitted within 5 days following the delivery of such services. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs

The location of the Services will be carried out at:

REDACTED

## **ANNEX B**

### **Agency Proposal**

**The agency will provide services as outlined in the submitted tender response, an extract of which is below. Full details can be found at:**

**Annex B (1) - Service Delivery- REDACTED**

**Annex B (2) - Account Management- REDACTED**

**REDACTED**

## **Part 2: Call-Off Terms**

See attached Annex C(1) Terms and Conditions.