

Letter of Appointment Template and Call-Off Schedules (Framework Schedule 6)

Letter of Appointment

The Agency is one of a number of agencies appointed by the Crown Commercial Service (CCS) to the Framework Agreement and is therefore able to enter into this Call-Off Contract.

This Letter of Appointment is issued in accordance with the provisions of the CCS Framework RM6125- Lot 2 Campaigns Solutions 2

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

CALL-OFF LOT(S):

Order Number:	C75858
From:	National Health Service Commissioning Board (Known as NHS England)
To:	Wavemaker Limited

Order Start Date:	22 June 2022
Order Expiry Date:	21 June 2025
Order Initial Period:	36 months
Order Optional Extension Period:	12 months

Deliverables required:	Deliverables required are set out in Framework Schedule 1 of the Framework Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Call-Off Schedule 4 (Proposal) of this Letter.
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	Subsequent calls for Deliverables shall be priced and agreed using the Statement of Works form used to complete the Statement of Work attached as per Annex B of this Letter of Appointment.
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Key Staff:	For the Client: <ul style="list-style-type: none"> • [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Guarantor(s)	N/A

Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):	<p>Contained in Annex A - Day Rates provided.</p> <p>Note the maximum value of this contract, including all subcontracting, shall be £6,300,000 ex VAT based on the projected spend below:</p> <ul style="list-style-type: none"> • 2022 / 2023: £1,500,000 • 2023 / 2024: £1,500,000 • 2024 / 2025: £1,600,000 • 2025/2026: £1,700,000
Liability	<p>See Clause 11 of the Core Terms</p> <p>Estimated Year 1 Charges: £1.5m</p>
Additional Insurance Requirements	None
Client billing address for invoicing:	<p>NHS England, X24 Payables K005, Phoenix House, Topcliffe Lane, Wakefield,</p>

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Special Terms	N/A
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PROGRESS REPORT FREQUENCY

Monthly

PROGRESS MEETING FREQUENCY

Weekly

CONTRACT REVIEW MEETING FREQUENCY

Six monthly

KEY SUBCONTRACTOR(S)

To be confirmed during the life of the contract.

COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

SOCIAL VALUE COMMITMENT

The Agency agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Proposal)

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off 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 Call-Off Special Terms and Call-Off Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6125*
3. *The following Schedules in equal order of precedence:*
 - *Joint Schedules for RM6125*
 - *Joint Schedule 2 (Variation Form)*
 - *Joint Schedule 3 (Insurance Requirements)*
 - *Joint Schedule 4 (Commercially Sensitive Information)*
 - *Joint Schedule 6 (Key Subcontractors)*
 - *Joint Schedule 10 (Rectification Plan)*
 - *Joint Schedule 11 (Processing Data)*
 - *Call-Off Schedules for C75858*
 - *Call-Off Schedule 1 (Transparency Reports)*

- *Call-Off Schedule 2 (Staff Transfer)*
- *Call-Off Schedule 3 (Continuous Improvement)*
- *Call-Off Schedule 4 (Proposal)*
- *Call-Off Schedule 7 (Key Supplier Staff)*
- *Call-Off Schedule 15 (Call-Off Contract Management)*
- *Call-Off Schedule 20 (Call-Off Specification)*

4. CCS Core Terms

5. Joint Schedule 5 (Corporate Social Responsibility) RM6125

6. Call-Off Schedule 4 (Proposal) as long as any parts of the Call-Off 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 Call-Off 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 Deliverables.

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 into a Call-Off Contract with the Client to provide the Deliverables in accordance with the terms of this letter and the Call-Off Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Incorporated 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:	For and on behalf of the Client:

ANNEX A

Agency Proposal

Note the Day Rates shall apply for any work costed under this contract.

TOTAL				£29,384	
Grade / Job Title	Names	Daily Rate (£ exc VAT)	Number of days	Total	Weighting (%)
Partner					

Annex B

Statement of Work

This Statement of Work is issued under and in accordance with this Call-Off Contract entered into between the parties.

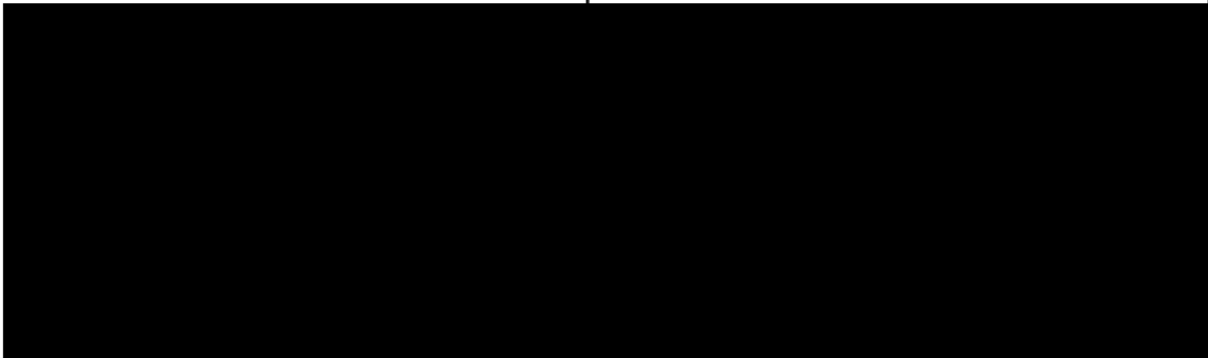
Any schedule attached to this Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. A schedule attached to this Statement of Work only applies to the relevant project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.

i) Where a Statement of Work would result in:

- a variation of the Services procured under this Call-Off Contract;
- an increase in the Charges agreed under this Call-Off Contract; or

- a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Call-Off Contract, the relevant term(s) will be dealt with as a proposed Variation to this Call-Off Contract in accordance with the Variation procedure set out in Clause 24.

Project:	NHS ENGLAND NATIONAL CAMPAIGNS Media Planning
Project start Date	22 June 2022- 21 June 2025 with an option to extend for an additional 12 months.
Notice period for cancellation	Notice period for cancellation - 3 months
Overarching Brand/Campaign	NHS England's 'Help Us Help You' (NHS service access) and 'We Are the NHS' (NHS recruitment). Inclusion of HMG branding may be required.
Goods or Services	As set out in Client's proposal submitted the 6th May 2022 via the Atamis E-Tendering portal.
Project Plan:	As set out in the specification in Call-Off Schedule 20 (Call-Off Specification).
Contract Charges:	The Contract Charges shall be calculated using the daily charge out rates shown in table of rates in Annex A, provided that the total Contract Charges shall not exceed £6,300,000 (excluding VAT) over the duration of the contract term including the extension. For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs.
Client Assets:	To include briefs, insight and operational data.
International locations:	Not applicable
Client Affiliates:	N/A
Special Terms:	None

For and on behalf of the Agency:	For and on behalf of the Client:
	

Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Agency recognises that the Client is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Agency shall comply with the provisions of this Schedule in order to assist the Client with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Agency's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Agency shall submit to the Client for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Client rejects any proposed Transparency Report submitted by the Agency, the Agency shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Client. If the Parties fail to agree on a draft Transparency Report the Client shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Agency shall provide accurate and up-to-date versions of each Transparency Report to the Client at the frequency referred to in the Annex of this Schedule.

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Acquired Rights Directive" 1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

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"Employee Liability" 3 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;
- f) employment claims whether in tort, contract or statute or otherwise;
- g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Former Agency" a supplier supplying services to the Client before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any

Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

"New Fair Deal"

the revised Fair Deal position set out in the HM Treasury guidance: *"Fair Deal for Staff Pensions: Staff Transfer from Central Government"* issued in October 2013 including:

- (i) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Agency by the Client;

"Old Fair Deal"

HM Treasury Guidance *"Staff Transfers from Central Government: A Fair Deal for Staff Pensions"* issued in June 1999 including the supplementary guidance *"Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues"* issued in June 2004;

"Partial Termination"

the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Client can end this contract) or 10.6 (When the Agency can end the contract);

"Relevant Transfer"

a transfer of employment to which the Employment Regulations applies;

"Relevant Transfer Date"

in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Agency or a Subcontractor was the Former Agency and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Agency (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;

"Staffing Information"

in relation to all persons identified on the Agency's Provisional Agency Personnel List or Agency's Final Agency Personnel List, as the case may be, such information as the Client may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;

- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Agency's Final Agency Personnel List" a list provided by the Agency of all Agency Staff who will transfer under the Employment Regulations on the Relevant Transfer Date;

"Agency's Provisional Agency Personnel List" a list prepared and updated by the Agency of all Agency Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Agency;

"Term" the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;

"Transferring Client Employees" those employees of the Client to whom the Employment Regulations will apply on the Relevant Transfer Date;

**"Transferring
Former Agency
Employees"** in relation to a Former Agency, those employees of the Former Agency to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

- 2.1 Where a provision in this Schedule imposes any obligation on the Agency including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Agency shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Client, Former Agency, Replacement Agency or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Agency will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Client, which may, if given, be given on and subject to such terms as the Client may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

- *Part C (No Staff Transfer on the Start Date)*
- *Part E (Staff Transfer on Exit)*

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Client and the Agency agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Client and/or any Former Agency.
- 1.2 If any employee of the Client and/or a Former Agency claims, or it is determined in relation to any employee of the Client and/or a Former Agency, that his/her contract of employment has been transferred from the Client and/or the Former Agency to the Agency and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1 the Agency shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Client in writing and, where required by the Client, notify the Former Agency in writing; and
 - 1.2.2 the Client and/or the Former Agency may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Agency or the Subcontractor (as appropriate) or take such other reasonable steps as the Client or Former Agency (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Client and/or the Former Agency), the Agency shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved;the Agency and/or Subcontractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Agency and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Client shall:
 - 1.5.1 indemnify the Agency and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Client's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Agency takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
 - 1.5.2 procure that the Former Agency indemnifies the Agency and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Agency referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Agency

takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Client and/or the Former Agency as appropriate nor dismissed by the Agency and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Agency and/or the Subcontractor (as appropriate) and the Agency shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Agency and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Agency and/or the Subcontractor and the Agency shall indemnify the Client and any Former Agency, and shall procure that the Subcontractor shall indemnify the Client and any Former Agency, against any Employee Liabilities that either of them may incur in respect of any such employees of the Agency and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
- (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,in any case in relation to any alleged act or omission of the Agency and/or Subcontractor; or
 - (b) any claim that the termination of employment was unfair because the Agency and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Agency and/or any Subcontractor to the Client and, if applicable, Former Agency within 6 months of the Start Date.
- 1.9 If the Agency and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Agency and/or the Subcontractor and the Agency shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Client and any Former Agency against any Employee Liabilities that either of them may incur in respect of any such employees of the Agency and/or employees of the Subcontractor.

2. Limits on the Former Agency's obligations

Where in this Part C the Client accepts an obligation to procure that a Former Agency does or does not do something, such obligation shall be limited so that it extends only to the extent that the Client's contract with the Former Agency contains a contractual right in that regard

which the Client may enforce, or otherwise so that it requires only that the Client must use reasonable endeavours to procure that the Former Agency does or does not act accordingly.

Part E: Staff Transfer on Exit – this Part E shall only apply to the extent that a Relevant Transfer is to occur in relation to any employees of the Agency

1. Obligations before a Staff Transfer

1.1 The Agency agrees that within 20 Working Days of the earliest of:

- 1.1.1 receipt of a notification from the Client of a Relevant Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- 1.1.3 the date which is 12 Months before the end of the Term; and
- 1.1.4 receipt of a written request of the Client at any time (provided that the Client shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Agency's Provisional Agency Personnel List, together with the Staffing Information in relation to the Agency's Provisional Agency Personnel List and it shall provide an updated Agency's Provisional Agency Personnel List at such intervals as are reasonably requested by the Client.

- 1.2 At least 20 Working Days prior to the Relevant Transfer Date, the Agency shall provide to the Client or at the direction of the Client to any Replacement Agency and/or any Replacement Subcontractor (i) the Agency's Final Agency Personnel List, which shall identify the basis upon which they are Transferring Agency Employees and (ii) the Staffing Information in relation to the Agency's Final Agency Personnel List (insofar as such information has not previously been provided).
- 1.3 The Client shall be permitted to use and disclose information provided by the Agency under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Agency and/or Replacement Subcontractor.
- 1.4 The Agency warrants, for the benefit of The Client, any Replacement Agency, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Agency agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Agency's Provisional Agency Personnel List and shall not without the approval of the Client (not to be unreasonably withheld or delayed):
 - 1.5.1 replace or re-deploy any Agency Staff listed on the Agency Provisional Agency Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;

- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Agency Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Agency Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Agency's Provisional Agency Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Agency's Provisional Agency Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Client or, at the direction of the Client, any Replacement Agency and any Replacement Subcontractor of any notice to terminate employment given by the Agency or relevant Subcontractor or received from any persons listed on the Agency's Provisional Agency Personnel List regardless of when such notice takes effect.

- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Client may make written requests to the Agency for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Agency shall provide, and shall procure that each Subcontractor shall provide, to the Client such information as the Client may reasonably require relating to the manner in which the Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

- 1.7 The Agency shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Client, any Replacement Agency and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Agency Employees on the Relevant Transfer Date including providing sufficient information in advance of the Relevant Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Agency Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Relevant Transfer Date, the Agency shall provide, and shall procure that each Subcontractor shall provide, to the Client or, at the direction of the Client, to any Replacement Agency and/or any Replacement Subcontractor (as

appropriate), in respect of each person on the Agency's Final Agency Personnel List who is a Transferring Agency Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 The Client and the Agency acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Agency and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Client and the Agency agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Agency and the Transferring Agency Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Replacement Agency and/or a Replacement Subcontractor (as the case may be) and each such Transferring Agency Employee.
- 2.2 The Agency shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Agency Employees arising under the Employment Regulations in respect of the period up to (and including) the Relevant Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Agency Employees arising in respect of the period up to (and including) the Relevant Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Agency and/or the Subcontractor (as appropriate); and (ii) the Replacement Agency and/or Replacement Subcontractor.
- 2.3 Subject to Paragraph 2.4, the Agency shall indemnify the Client against any Employee Liabilities arising from or as a result of:
 - 2.3.1 any act or omission of the Agency or any Subcontractor in respect of any Transferring Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Agency Employee whether occurring before, on or after the Relevant Transfer Date;
 - 2.3.2 the breach or non-observance by the Agency or any Subcontractor occurring on or before the Relevant Transfer Date of:

- (a) any collective agreement applicable to the Transferring Agency Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Agency Employees which the Agency or any Subcontractor is contractually bound to honour;
- 2.3.3 any claim by any trade union or other body or person representing any Transferring Agency Employees arising from or connected with any failure by the Agency or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Relevant Transfer Date;
- 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (a) in relation to any Transferring Agency Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Relevant Transfer Date; and
 - (b) in relation to any employee who is not identified in the Agency's Final Agency Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Agency to the Client and/or Replacement Agency and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Relevant Transfer Date;
- 2.3.5 a failure of the Agency or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Agency Employees in respect of the period up to (and including) the Relevant Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Agency or any Subcontractor other than a Transferring Agency Employee identified in the Agency's Final Agency Personnel List for whom it is alleged the Client and/or the Replacement Agency and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.3.7 any claim made by or in respect of a Transferring Agency Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Agency Employee relating to any act or omission of the Agency or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Client and/or Replacement Agency to comply with regulation 13(4) of the Employment Regulations.

2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Agency and/or any Replacement

Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:

- 2.4.1 arising out of the resignation of any Transferring Agency Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Agency and/or any Replacement Subcontractor to occur in the period on or after the Relevant Transfer Date); or
- 2.4.2 arising from the Replacement Agency's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.

2.5 If any person who is not identified in the Agency's Final Agency Employee List claims, or it is determined in relation to any employees of the Agency, that his/her contract of employment has been transferred from the Agency to the Replacement Agency and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:

- 2.5.1 the Client shall procure that the Replacement Agency and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Client and the Agency in writing; and
- 2.5.2 the Agency may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Agency and/or Replacement Subcontractor.

2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Agency or a Subcontractor, Client shall procure that the Replacement Agency shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release of the person from his/her employment or alleged employment;

2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:

- 2.7.1 no such offer has been made:
- 2.7.2 such offer has been made but not accepted; or
- 2.7.3 the situation has not otherwise been resolved

the Client shall advise the Replacement Agency and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;

2.8 Subject to the Replacement Agency's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Agency will indemnify the Client against all Employee Liabilities arising out of the termination of the employment of any of the Agency's employees pursuant to the provisions of Paragraph 2.7 provided that the Client takes, and shall procure the Replacement Agency takes, or shall procure

that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

(a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Agency and/or Replacement Subcontractor, or

(b) any claim that the termination of employment was unfair because the Replacement Agency and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Agency and/or Replacement Subcontractor to the Agency within 6 months of the Relevant Transfer Date.

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Agency or any Subcontractor nor dismissed by the Replacement Agency and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Agency Employee.

2.11 The Agency shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Agency's Final Agency Personnel List before and on the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

(a) the Agency and/or any Subcontractor; and

(b) the Replacement Agency and/or the Replacement Subcontractor.

2.12 The Agency shall, and shall procure that each Subcontractor shall, promptly provide the Client and any Replacement Agency and/or Replacement Subcontractor, in writing such information as is necessary to enable the Client, the Replacement Agency and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment

Regulations. The Client shall procure that the Replacement Agency and/or Replacement Subcontractor, shall promptly provide to the Agency and each Subcontractor in writing such information as is necessary to enable the Agency and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.14, the Client shall indemnify, and shall procure that the Replacement Agency indemnifies, the Agency on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

- 2.13.1 any act or omission of the Replacement Agency and/or Replacement Subcontractor in respect of any Transferring Agency Employee in the Agency's Final Agency Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Agency Employee whether occurring before, on or after the Service Transfer Date;
- 2.13.2 the breach or non-observance by the Replacement Agency and/or Replacement Subcontractor occurring on or after the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Agency Employees identified in the Agency's Final Agency Personnel List; and/or
 - (b) any custom or practice with a trade union or staff association in respect of any Transferring Agency Employees identified in the Agency's Final Agency Personnel List which the Replacement Agency and/or Replacement Subcontractor is contractually bound to honour;
- 2.13.3 any claim by any trade union or other body or person representing any Transferring Agency Employees identified in the Agency's Final Agency Personnel List arising from or connected with any failure by the Replacement Agency and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.13.4 any proposal by the Replacement Agency and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Agency Employees identified in the Agency's Final Agency Personnel List on or after their transfer to the Replacement Agency or Replacement Subcontractor (as the case may be) on or after the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Agency's Final Agency Personnel List who would have been a Transferring Agency Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Agency or Replacement Subcontractor to, or in respect of, any Transferring Agency Employee identified in the Agency's Final Agency Personnel List on or after the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Agency in writing;

- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Agency Employee identified in the Agency's Final Agency Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Agency Employee identified in the Agency's Final Agency Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Agency or Subcontractor, to the Replacement Agency or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Agency or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Agency Employees identified in the Agency's Final Agency Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Agency Employee identified in the Agency's Final Agency Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Agency Employee relating to any act or omission of the Replacement Agency or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Agency and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Agency and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

Call-Off Schedule 3 (Continuous Improvement)

1. Client's Rights

- 1.1 The Client and the Agency recognise that, where specified in Framework Schedule 4 (Framework Management), the Client may give CCS the right to enforce the Client's rights under this Schedule.

2. Agency's Obligations

- 2.1 The Agency must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Client's costs (including the

Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Client.

- 2.2 The Agency must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Client of the Deliverables and the way it provides them, with a view to reducing the Client's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Agency and the Client must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Agency shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Client's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Agency or the Client and ways of working that would provide cost savings and/or enhanced benefits to the Client (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Agency's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Client in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Agency to the Client for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Client shall notify the Agency of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Agency shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6 The Agency must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Agency shall provide any further information as requested.
- 2.7 If the Client wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Agency must implement such Variation at no additional cost to the Client or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Agency shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and

- 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Agency's progress against the Continuous Improvement Plan.
- 2.9 The Agency shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Agency's costs in providing the Deliverables to the Client be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Client by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 If at any time during the Term the Agency reduces its Framework Prices for Deliverables provided in accordance with the terms of the Framework Contract, the Agency shall immediately reduce the Charges for the Deliverables under the Call-Off Contract by the same amount. This obligation applies whether or not the Deliverables are offered in a catalogue provided under the Framework Contract.

Call-Off Schedule 4 (Proposal)

Q1 Please provide an overview of your understanding of the 'We are the NHS' and 'Help Us, Help You' campaigns' requirements and the major challenges presented by this brief, as detailed in Document 2 – Statement of Requirements.

Wavemaker is passionate about tackling government's most challenging communication problems and we have a deep understanding of the variety of challenges government clients face.

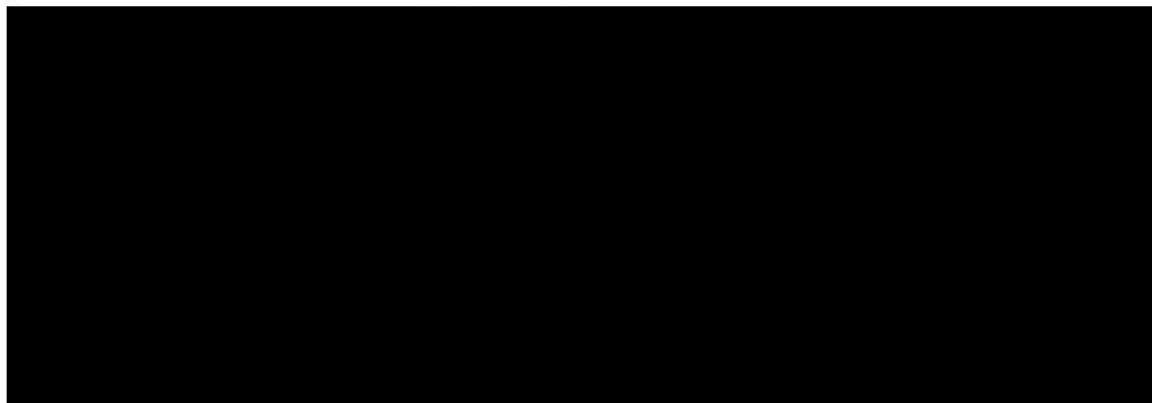
We have an in-depth understanding of the detail of NHS policy, the health environment and social demography relevant to your audiences

The Public Health England 'Covid-19 Inequalities Report' outlines how the pandemic had a disproportionate impact on certain audiences. We need to address these inequalities by ensuring all our communications are inclusive and, if required, prioritise those audiences that have been more impacted - Black and ethnic minority groups, people with a disability, lower socio-economic groups and older people.

The shift to digital NHS services was initially accepted by many, but as we move further away from the perceived height of the pandemic, there is now a public desire to go back to 'normal' and for people to be able to see their GP face to face¹. When this expectation has not been met, it has led to negativity in the media surrounding staff shortages and long wait times. This change to the way the UK accesses NHS services is part of the NHS's new normal, so we must communicate this rationale to the public.

The pandemic has also put unprecedented pressure on the people working in the NHS and challenged the public perception of the organisation as an employer. We need to tackle the negativities and media narratives around workforce churn and the opportunities it presents to future proof recruitment and retention.

We will continue our successful partnering approach to deliver this service in acknowledgement of the challenging delivery environment



Our approach ensures good practice and engagement with stakeholders and delivery partners

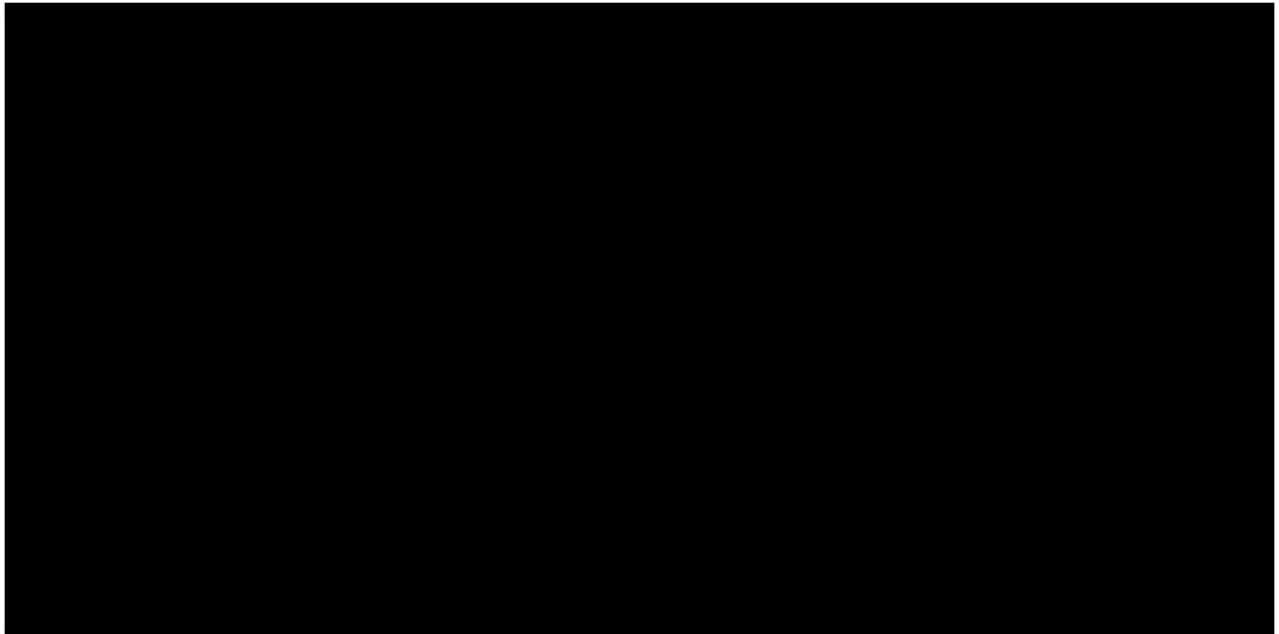
We have a long, well established and collaborative working relationship with all your delivery partners, with a clear understanding of our respective roles and responsibilities. For all delivery partner meetings, we leave our agency names at the door, believing that working as one team delivers the strongest results.

¹ Wavemaker Social Listening

We are often lead agency, developing the overarching communications strategy built on audience insights to guide the other agencies' thinking. We are media neutral, meaning we are in a position to give impartial advice on channel selection across earned, owned and paid channels.

We understand how important it is that stakeholders are fully aligned with our strategic recommendations and will always make ourselves available to support you at senior level stakeholder engagement meetings. A good example of this was when we worked with you on the GP Access campaign.

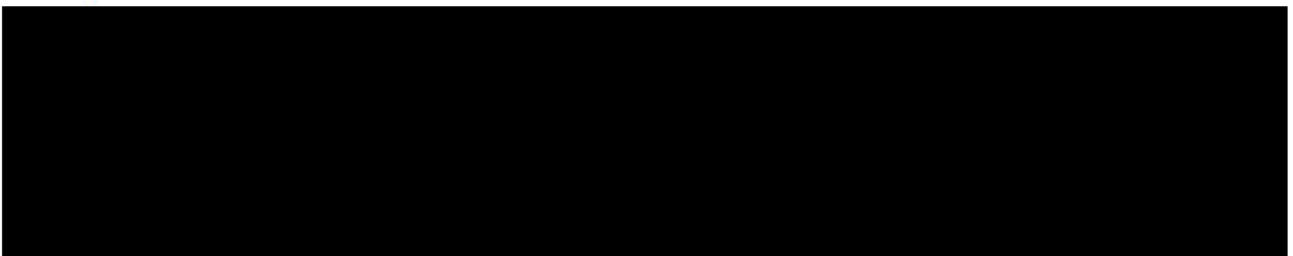
We always include a campaign overview slide in our responses, allowing you to discuss top line campaign details with your stakeholders (example from HUY below).



We have proven ability to flex response in light of changing priorities

We have an established government strategic planning hub comprising 60 people in London and Manchester. The size and strength of our government hub allows us to easily draw upon additional resource and expertise to flex our responses to reflect changing priorities. We do not formalise our planning timelines in our contract, allowing us to be as agile as required.

When there is a need to flex a response, we will make ourselves available that day for a discussion around requirements, key response content and timelines. During planning, we will have daily stand-ups to discuss progress and are happy to work from your offices during this period.



We will always ensure that the effect of delays will be mitigated

We understand that there will be times when campaigns need to be delayed at short notice due to unforeseen circumstances.

We will take a holistic view of all NHS activity, allowing us to change copy rotation at short notice, if required. We will develop scenario plans for 'at risk' campaigns, staggering channel launches and will fast-track Buying Briefs for TV plans, to meet AB deadlines and avoid penalties.

Where booked TV activity needs to be deferred, we will work with OminGOV to develop a risk analysis, to allow you to make informed decisions on necessary action.

Where PASS approval is delayed, we will continue to work 'at risk' to ensure you have the necessary campaign strategies and channel plans ready, allowing us to brief OminGOV as soon as PASS approval is received.

The benefit to the NHS: Your Wavemaker team has an unrivalled understanding of the economic and political environment in which you work and the challenges that will arise as a result. We have a strong, positive track-record of delivering efficient and effective campaigns for Help Us, Help You and the strength of our team allows us to flex our responses quickly, whilst mitigating any delays.

Q2 Outline your proposal for the media strategy for the 'We are the NHS' and 'Help Us, Help You' campaigns, based on the GCS OASIS model, including an outline evaluation plan.

Help Us, Help You (HUY)

Objectives

Each of the nine Help Us, Help You campaigns must contribute to the overarching objective of maintaining confidence in the NHS whilst also meeting their individual objective. These objectives range from increasing urgent referrals for cancer to driving earlier calls to 999 when displaying symptoms of a stroke.

The volume of individual campaigns and objectives makes the task of creating a media strategy for the brand complex.

Audience/ insight

The public's confidence in NHS services has declined post the height of the pandemic¹. To improve the public's confidence in NHS services (**external confidence**), we must ensure that the public are accessing the services at the right time and in the right place.

To make this happen, we need to improve audiences' confidence in themselves (**internal confidence**) by addressing three uniform barriers which are evident across all HUY campaigns:

(1) Knowledge

Currently knowledge is much lower than awareness meaning that although people are aware of the symptoms or services, they don't know when or how to act. Spontaneous awareness of NHS 111 is much higher (67%) than knowledge of the various reasons to use (44%)².

(2) Uncertainty

Uncertainty is a barrier to action. These are the internal doubts which stop people from acting, e.g., the multi-faceted fear that comes with going to a GP with cancer symptoms³

¹ YouGov Survey, How good or bad are national NHS services

² Kantar Evaluation

³ Define Research

(3) Motivation

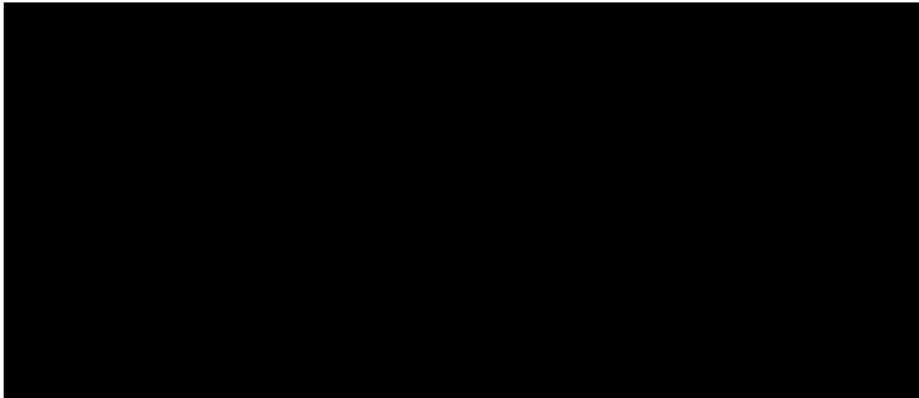
Without understanding the why, people won't act. By sharing the reason for a particular action, people will be more likely to act⁴, e.g., calling out the capabilities of a pharmacist.

Strategy

Our focus is on improving the public's internal confidence by overcoming the three barriers. This in turn will improve external confidence in the NHS. Our strategy is to **educate** to improve knowledge, **motivate** to explain the why and **remind** to eradicate any uncertainty.

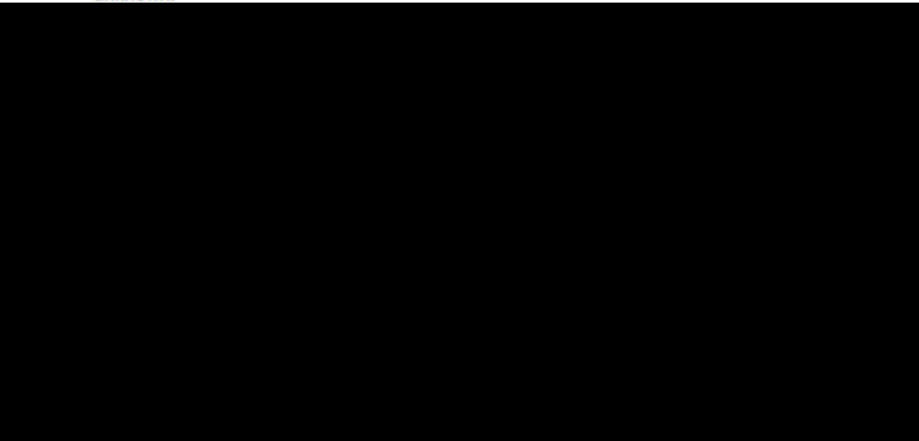
We've created the HUY communications framework which can be used across any HUY campaign. Although target audiences and media channels may change, the tasks and the way we behave within channels will remain consistent. This consistency will build brand saliency and allow us to effectively manage a complex portfolio of campaigns.

⁴ COM-B Behaviour Change Model

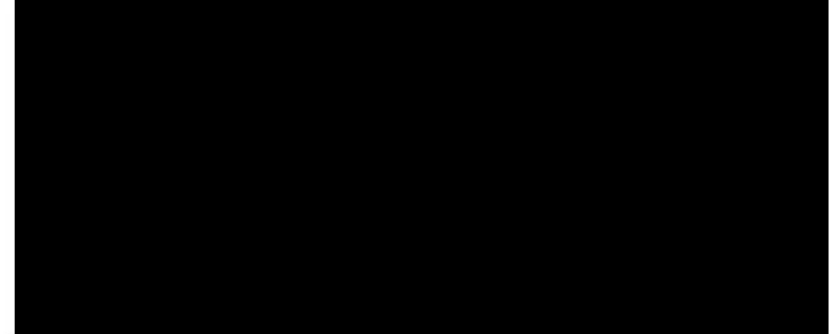


Implementation

Our starting point for channel selection will consider owned channels for audiences that are known and contactable, e.g., NHS staff. We then move to earned and narrowcast paid channels for those that are known and broadcast paid channels to reach those that are unknown.



When targeting the same audience across multiple campaigns, e.g., Heart Attacks and Stroke, the HUHYP communications framework will allow us to adopt a 'noticeboard approach' whereby we own media spaces and places on an ongoing basis, giving HUHYP campaigns the same look and feel creatively and within media channels. This will allow us to buy media more effectively, swap in the creative required at the time and respond to necessary short-term changes.



By being always-on, we can ensure the HUHYP brand is always present even though the campaign messaging will change. We can react to signals ensuring that people further down the funnel are being continually directed to the right information directing them to the right place at the right time.

We are the NHS (WatNHS)

Objectives

In a challenging landscape with vacancy rates being exacerbated by the pandemic, WatNHS communications need to help build a robust and reliable talent pipeline.

Our activity needs to simultaneously encourage recruitment and retention, supporting all our target audiences throughout the talent journey.

Audience/ insight

WatNHS covers a diverse range of roles across the organisation and targets people at different career life stages. While specific audience insight will allow for a differentiated positioning for each role, there are also universal audience insights that help shape our overarching strategic approach.

(1) Emotion and the NHS

The NHS is the beating heart of the UK and holds an emotional connection like no other employer in the country. But like any relationship it can go through good and bad times – often as a result of circumstances out of NHS control e.g., media coverage. A positive emotional perception of the NHS and the sense of opportunity it represents is very important⁵.

(2) Evolving Recruitment Landscape

Following the pandemic and with current economic insecurity, recruitment is going through a fundamental change. Peoples' evaluation criteria for new & existing careers and the opportunities that are relevant to them are changing with new motivations and behaviours - 41% saying their career criteria has changed significantly versus 2020⁶.

Strategy

Our strategic focus is about demonstrating the opportunity that the NHS represents to all our audiences, broadly as a first-choice employer, more specifically for each audience type with

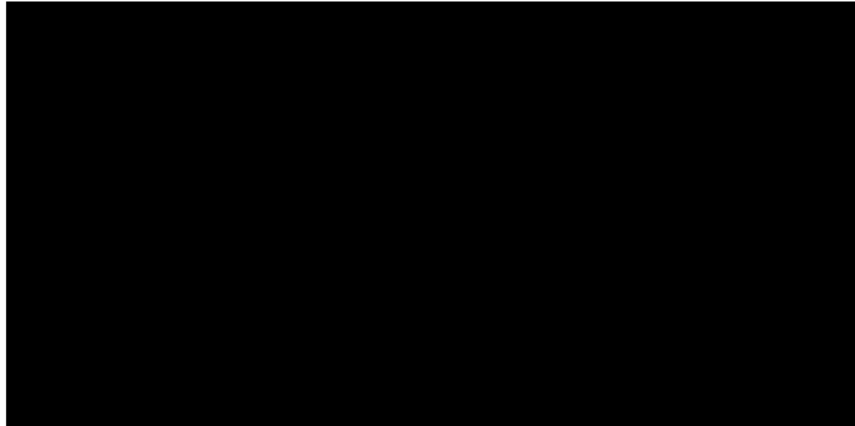
⁵ IPSOS Covid and post Covid studies

⁶ YouGov

specific career motivations, conveying the sense that the NHS provides relevant opportunity for everyone.

The strategy will be articulated by our comms framework – **inspire, support and convert** – propelling our audiences along the talent journey.

Each of our audiences have nuanced needs, so the framework pillars shape our comms behaviours and channel choice. The pillars will have a varying degree of importance for audience based on specific campaign requirements.



Implementation

Our communications will only be effective if we approach from a holistic perspective. Within each pillar of our framework, prioritisation and weighting of channel will come from where we know the greatest potential exists to increase applications.

A number of tactics are required:

Balancing burst with bedrock

Key calendar periods during the year require bursts of paid media but these will be supported with a bedrock of paid/ owned 'always on' activity – including long-term trusted partnerships.

Complement not compete

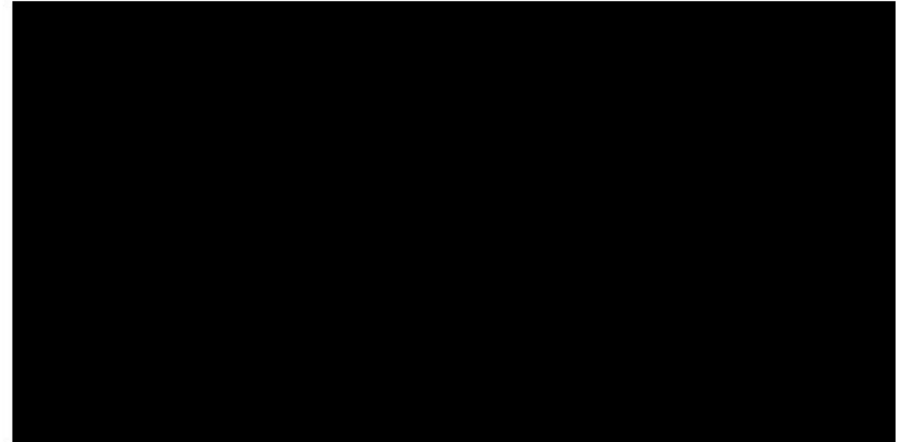
A macro view of all our communications will mitigate against any overlap. Campaigns must complement and not compete.

Flexibility

Flexibility to identify and react to any factors influencing our audiences – in real-time.

Scoring (HUHY & WatNHS)

We will measure the success of all NHS campaign activity using the government evaluation framework with frequent monitoring of progress in real time. At the end of the campaign, we will work with agencies to produce an evaluation document to aid future planning, fostering a culture of continuous improvement.



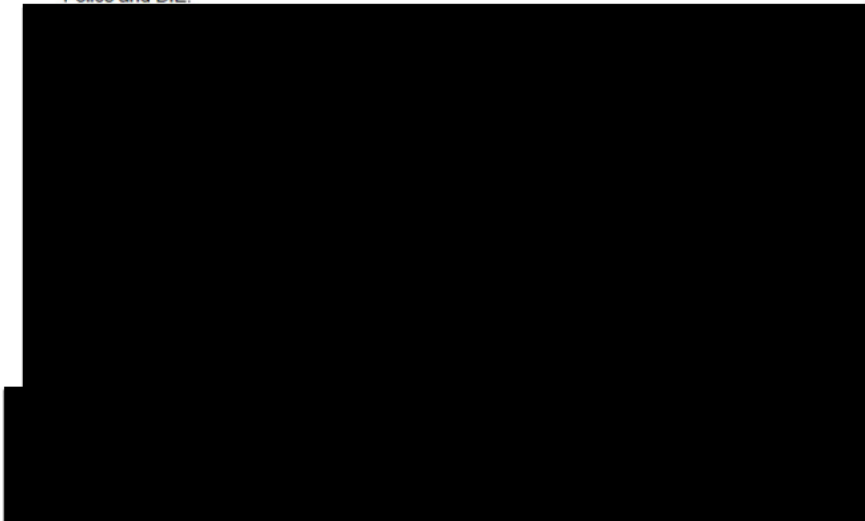
Q3. Provide an example of a media plan for a phase of either the 'We are the NHS' or the 'Help Us, Help You' campaigns that will successfully target our audiences and meet the aims and objectives of the campaigns.

Phase

With over seven years of experience on HUHY, we wanted to demonstrate our thinking on 'We are the NHS' (WatNHS) for this question. The phase we have selected is the critical period in Q3 covering the UCAS clearing and submission window.

Budget

Our budget & phasing recommendation for WatNHS has drawn on our in-depth experience of planning recruitment campaigns for existing government clients such as HM Forces, Met Police and DfE.



Audience

Our audience is comprised of multiple cohorts within the 18–44-year-old demographic:

- Recruit: Teenagers applying for university
- Recruit: Young Adult job seekers
- Recruit: Career changers
- Return

Audience, channel and behavioural insights are integral to shaping this phase of the plan:

Campaign Area of Impact	Audience Insight
Perception of the NHS	Our audiences have differing perceptions of the NHS right now, based on their age ¹ . For our younger demo the pandemic will have been a formative period while those at the older end have a longer legacy perception.
Sphere of Influence	Our audiences' sphere of influence will also differ dependent on age – the importance of family/ partners and peers as part of their decision making. ²
Channel Consumption	Through proprietary research (e.g., Social Intelligence), we have an innate understanding of channels that reach your audiences and how they use a given channel in a particular moment. 83% of Gen Z skip ads so we need to engage them in non-traditional ways ³ .
Nuanced Channel and platform behaviours	How audiences look for career advice can be very different even within same channel, e.g. with social, younger adults look for information in more lifestyle platforms (career advice is booming on TikTok ⁴). Older audiences look at specialist 'career' spaces, e.g. LinkedIn ⁵ .
Career Consideration	39% of Gen Z's have already made choices over the organisations they're willing to work for based on their personal beliefs and ethics over the past two years ⁶ .
Application Process experience	We know your recruitment ecosystem is complex, the infrastructure combines a number of intermediaries and is under continual review.

Our approach to planning

Maximize is Wavemaker's proprietary Operating System, which applies AI techniques and a combination of proprietary and industry data to help us organise & optimise various inputs, to shape the best plan to deliver on the objectives and KPIs.

Inputting the objectives for each of the WatNHS Comms Pillars, Maximize recommended the following campaign parameters:

¹ BBC

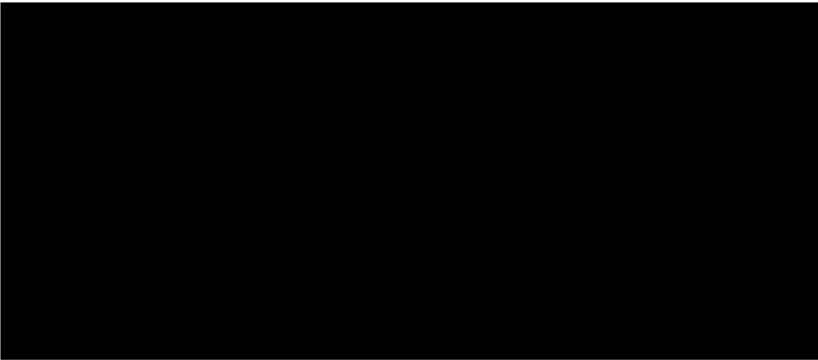
² Foresight Factory/ GCS and Met police campaign learnings

³ Gen Z - the rise of affinity networks

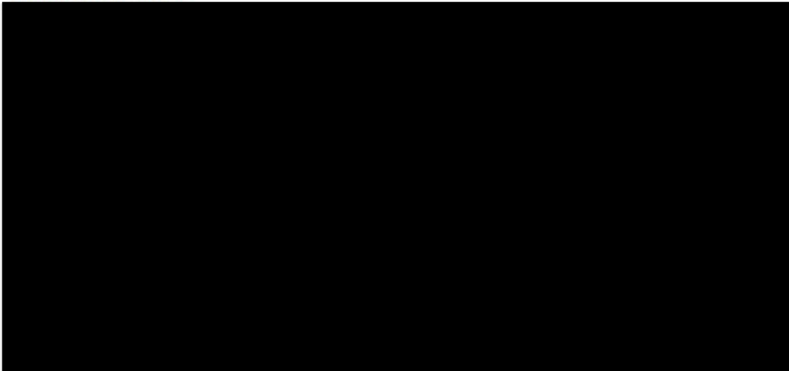
⁴ (BBC) The hashtag "CareerTok" alone has over 70m views and rising.

⁵ Social listening/ Platform specific insight

⁶ Deloitte




We then used Maximize to understand which channels will reach and influence our audiences the most:



The final stage analyses the outcomes and builds the plan from the basis of what earned and owned can deliver, layering in paid to boost reach, as needed, to ensure maximum budget efficiency.

Strategy & communications framework

Our overarching strategic focus for WatNHS is about demonstrating the opportunity that the NHS represents to all our audiences. This is articulated by our communications framework, comprised of three distinct but connected pillars – **Inspire, Support and Convert**.



Inspire

To create an emotional connection between our target audiences and the NHS, the channels we use must evoke emotion. TV adverts have been identified as the most emotive type of advertising⁷. Given the younger skew of our audience, a combination of broadcast TV in contextually relevant programmes e.g. Love Island, and VOD will be used to effectively reach this audience.

We will capitalise on the growth we've seen in cinema, working with Digital Cinema Media (DCM)'s new proposition 'DCM Studios Presents' to create a branded content series that will be played on the big screen prior to the film. This series will build an emotional connection and inspire young people to consider a career with the NHS.

Additional reach and frequency will be gained by using a combination of radio and digital audio.

Buying OOH placements in and around where our target audiences are spending their time e.g. near to schools, colleges, or shopping centres, will bring NHS career opportunities to them directly.

Support

A long term, always-on partnership with 4 Studio (Channel 4's social media and digital content studio) will build an ongoing relationship with prospects. The partnership will use content with Channel 4 talent to increase engagement and focus on showcasing the attraction of a career within the NHS.

We will segment the four target audiences allowing us to communicate to each segment individually. We will use channels where we can react to data signals such as digital display, video and social. Dynamic Creative Optimisation (DCO) will be used to allow us to change our messaging based on those signals, serving a different message or role based on which audience they fall into, what type of content they consume, where they are or what time of day or day of week it is.

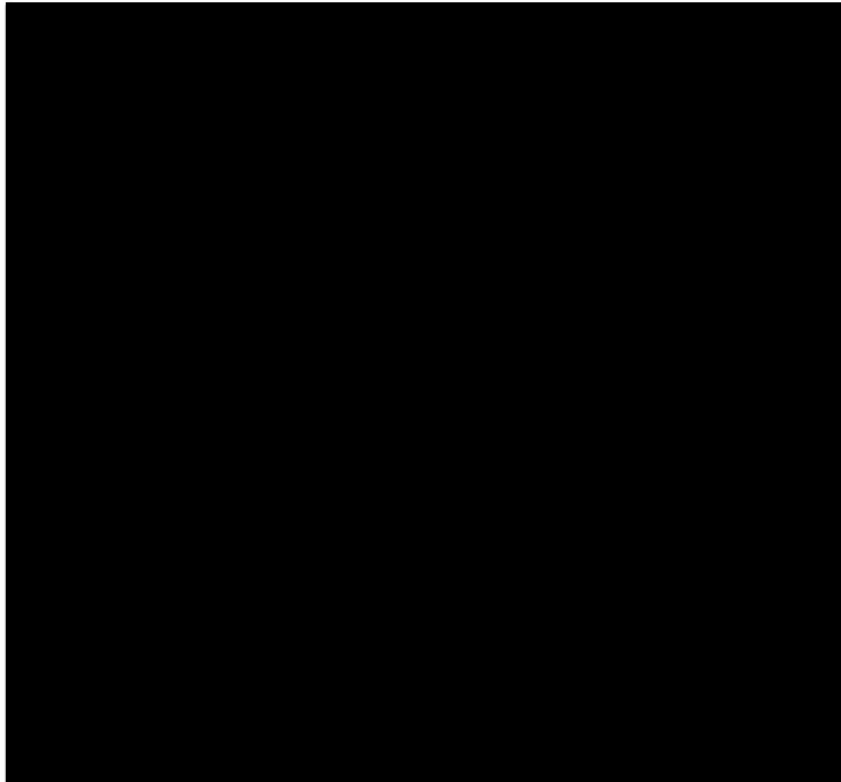
Search will be used to harness interest and queries, driving people to the right place to make sure that the journey to application is as frictionless as possible.

⁷ Ipsos Connect/Thinkbox, 'TV Nation', 2016

Convert

The aim of this pillar is to drive conversion by either following up in owned channels when the individual is known within channels (such as eCRM) or retargeting users who have started an application but not yet converted within digital paid channels. DCO will also be utilised in this phase to flex messaging to make it as relevant to what we know about the individual.

Below shows how we will utilise DCO across both the Support and Convert phases of the campaign.



The output: Our recommended channel plan, laydown and delivery.

A multichannel campaign delivering 94% reach at 4+.

(With more information and access to your evaluation data we would also be able to include more specific media contribution/ CPA metrics when working on briefed campaigns)



Please provide an indicative timing plan outlining key milestones.

We will always put a clear timing plan in place - detailing roles and responsibilities, key milestones and dependencies for every campaign. At Wavemaker, these timelines will be developed and managed by Alex Lattimore and Isabelle James, for HUH Y and We are the NHS respectively, both qualified accredited Project Managers (Level 4 APM).

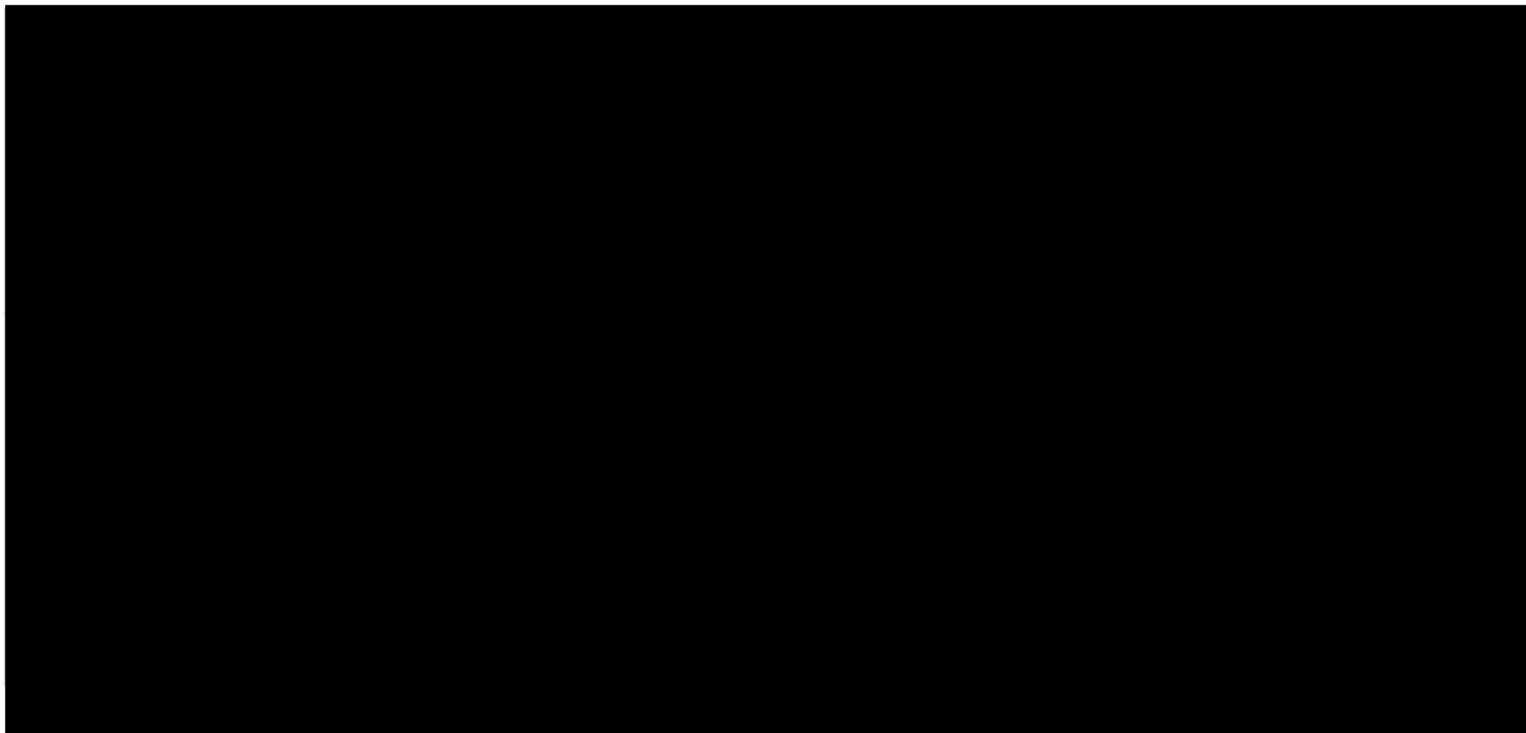
We have assumed that activity will be planned annually and that 'bursts' of activity will run across the year benefiting from a 'bed-rock' of always on activity. Our timing plan is an indicative approach for the 'We are the NHS' campaign phase we have selected and outlined in our response to your Question 3.

The detailed timing plan for 'burst 1' of the We Are The NHS campaign is reflected in the Gantt chart in Tab 2 of this spreadsheet (extracts below).

The Campaign Management chart details the key stages in the life of the campaign –

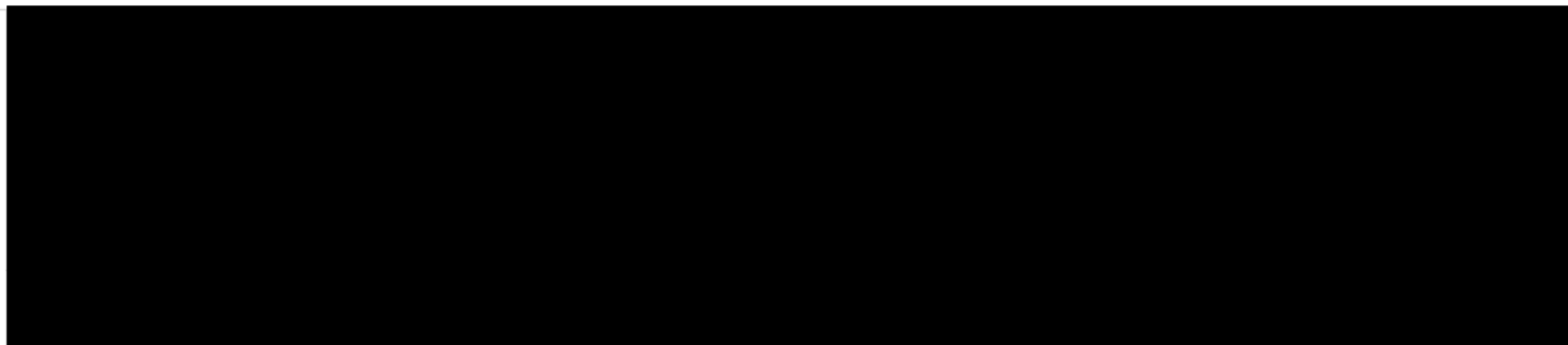
1. Briefing
2. Strategic Planning
3. Implementation
4. Evaluation

This chart clearly outlines the interdependencies and responsibilities between all agencies and makes it easy to quickly identify ownership, pinch points and risks and ownership of all actions at each stage.



The detailed timing plan provides a comprehensive overview of the year. It will factor in overall planning considerations such as key policy documents being published, important planning deadlines that can affect all campaigns, any combined activity timings such as PR, Partnerships and/or media activity. It will also map all important regular account milestones such as progress reports and status meetings.

Wavemaker are uniquely placed to manage these timings, having the vantage point of being involved at each stage of the campaign. In addition, we will also work with NHSE to add in key milestones and contextual information such as the publication of new operational guidance documents and the impact they can have on the campaign.



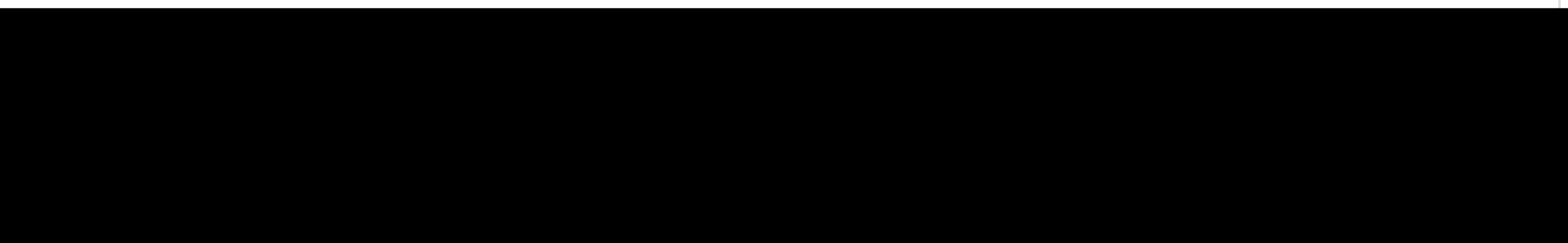
The timing plan can also incorporate any dependencies between separate campaigns to provide, at a glance, a line by line/ cross agency view of all the important information required by stakeholders and agency partners. This will ensure all campaign schedules can be delivered successfully.

We will also identify periods when agencies are working together. For example, in the evaluation phase, when Wavemaker will work with the evaluation and buying agencies to review the detailed learnings. These periods can be signposted to create joint debriefs and recommendations for future campaigns.

Let's now take a closer look at the detail in each stage of the campaign management:

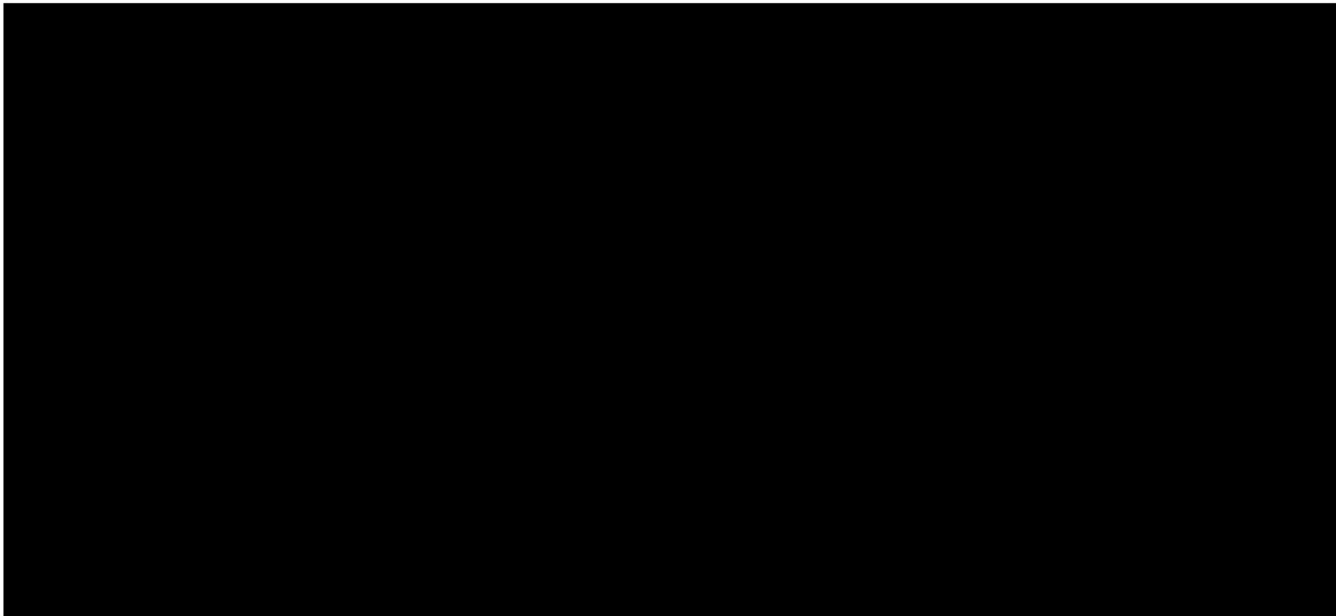
1. BRIEFING

This stage ensures a provision of time for review, data gathering and analysis up front, helping us to align and identify any immediate questions or research requirements.



2. STRATEGIC PLANNING

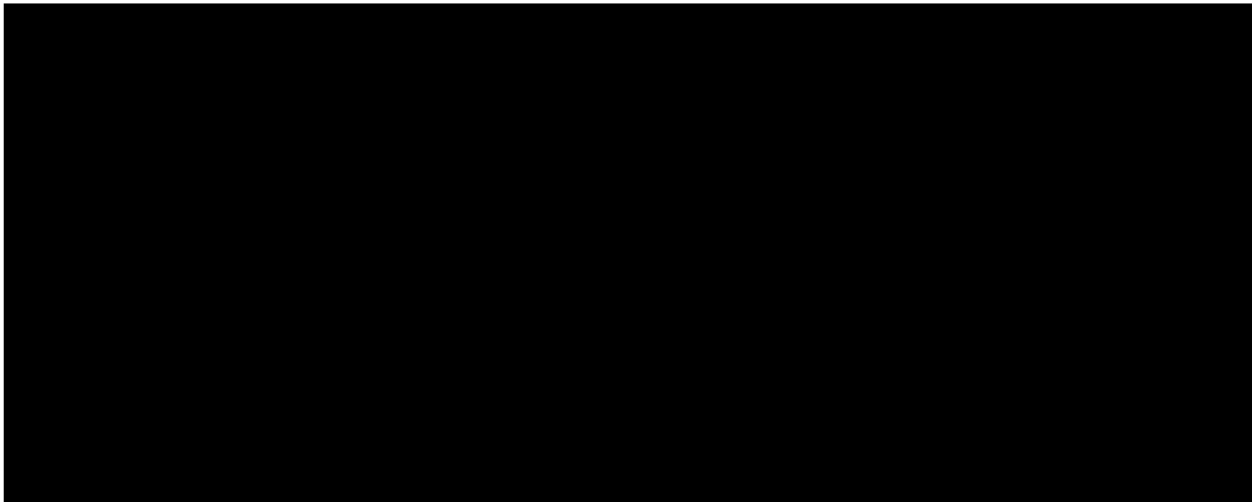
The timing plan helps to clearly highlight dependencies between the different agencies and campaign tasks to hit key milestones. This also shows the impact any delays will have to the wider timings flow. Within the 'Responsibilities / Dependencies' section we are able to flag areas that could present an issue – such as issuing the AV brief early to meet an August buying deadline or early partnership briefing to accommodate the buying agencies 12-week extended SLAs.



3. IMPLEMENTATION

Understanding the dependencies comes into even more focus at the implementation stage as we are moving towards plan approvals from the Strategic Planning and towards finalising creative deliverables.

Within our planning considerations section we also note key campaign mile stones such as 'Help US Help You' campaign dates as well as reporting milestones for the always on activity for 'We Are The NHS'.



Q5: Provide details of how you will project manage this campaign to ensure that the campaign schedule is achieved. This should include progress reporting and risks & issues analysis.

Our approach to Project Management

Successful project delivery sits at the heart of everything we do at Wavemaker. We are the only agency to have a Project Leadership Academy, designed to build a world-class project leadership culture focused on organisational agility and continual improvement. We see project management as vital to successful schedule delivery and have over 20 APM Accredited Project Managers (an agency first) with an ambitious Apprenticeship Programme for both new and experienced Wavemakers and a dedicated Project Management Office to define and maintain standards.

Our 12-Step Plan to deliver We are the NHS and NHS Help Us Help You campaign schedules

Below we have outlined our recommended 12- step project plan for a multi-channel, non-emergency campaign. We would apply this all campaigns with planning stages utilised or omitted, subject to the requirements of the brief. Crucially, our contact points at every step of the journey will ensure regular and appropriate progress reporting across the schedule delivery.

Each step of the project management plan follows the life cycle of a campaign and for each of these the plan outlines:

- The deliverable
- The responsibility – outlining the involvement at each stage of other agencies, stakeholders and the NHSE team
- What the contact points will be to ensure we can report progress in a timely way
- The dependencies that can occur at each stage, factoring in other agency timings and wider contextual / environmental factors
- Highlighting any risks (addressed with a mitigation plan in our risk register – please see below)

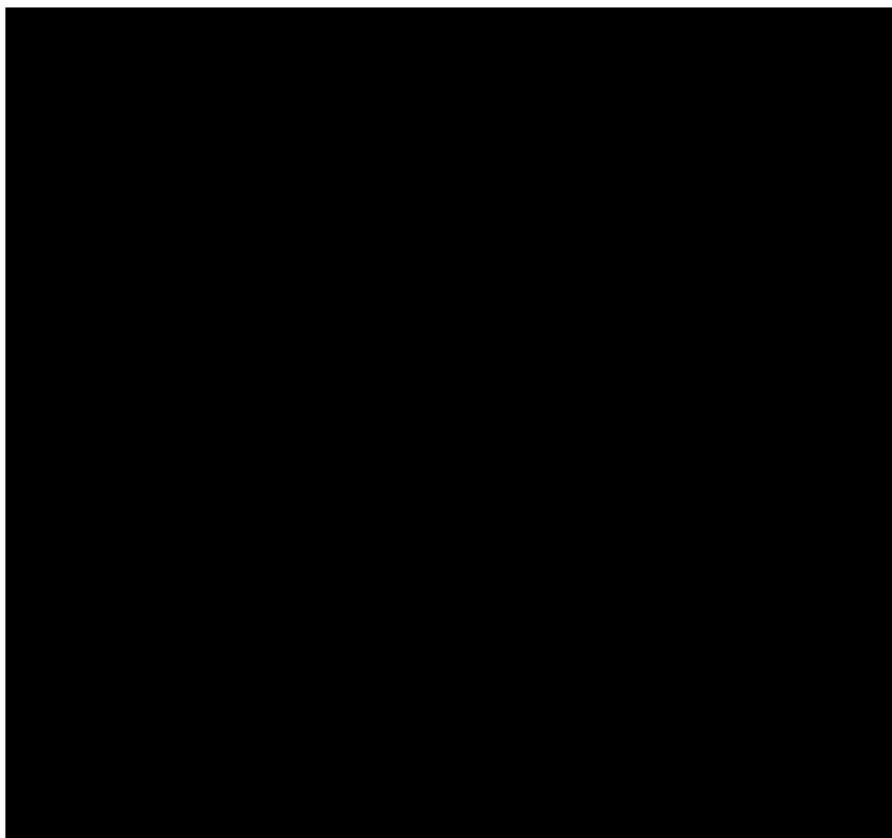
As part of our approach to project management we would then provide a detailed timing plan tailored to the requirements of a campaign which would cover the detailed work breakdown structure that sits behind these steps.

A key part of managing these projects will be risk management:

We understand that NHSE campaigns must exist and deliver in a VUCA (Volatile, Uncertain, Complex and Ambiguous) environment. Part of our 12-step project management of your campaigns will be the identification of risks, understanding the scale of their impact and ensuring that impact is minimised wherever possible to protect the integrity of the campaign and the objectives. For example, if there are delays in approval around a campaign schedule due to system pressures (as in a case of NHS 111 systems being overwhelmed) we would work with you to ensure that we had alternate scenarios in place to help to either redeploy budget to support other campaigns or refine our channel mix to mitigate any late fees working closely with OmniGOV. By incorporating a Risk Analysis into our timing plan, we can provide guidance on where the greatest vulnerabilities lie and ensure appropriate action is taken across the cross-agency group and with wider stakeholders to ensure the most efficient and successful delivery of our schedules.

As part of our planning process we will include a risk register, used to document risks, including analysis of the potential of a situation or event to impact on the achievement of specific objectives and the requirement to assign clear ownership of actions. Within this we can also understand that risk can sometimes be viewed positively (upside opportunities) such as when additional budget becomes available unexpectedly at a late stage in the planning process.

An Illustrative Risk Register



Each of the risks in the above example are aligned to a stage of the project management plan to help understand which deliverable this will most likely effect. The specific risk is detailed but we have also created an impact scale to understand the ramifications.

A risk register naturally prompts ways to mitigation and so we have included this to show how we would attempt to countenance the risks if they arose and also any potential upside opportunities.

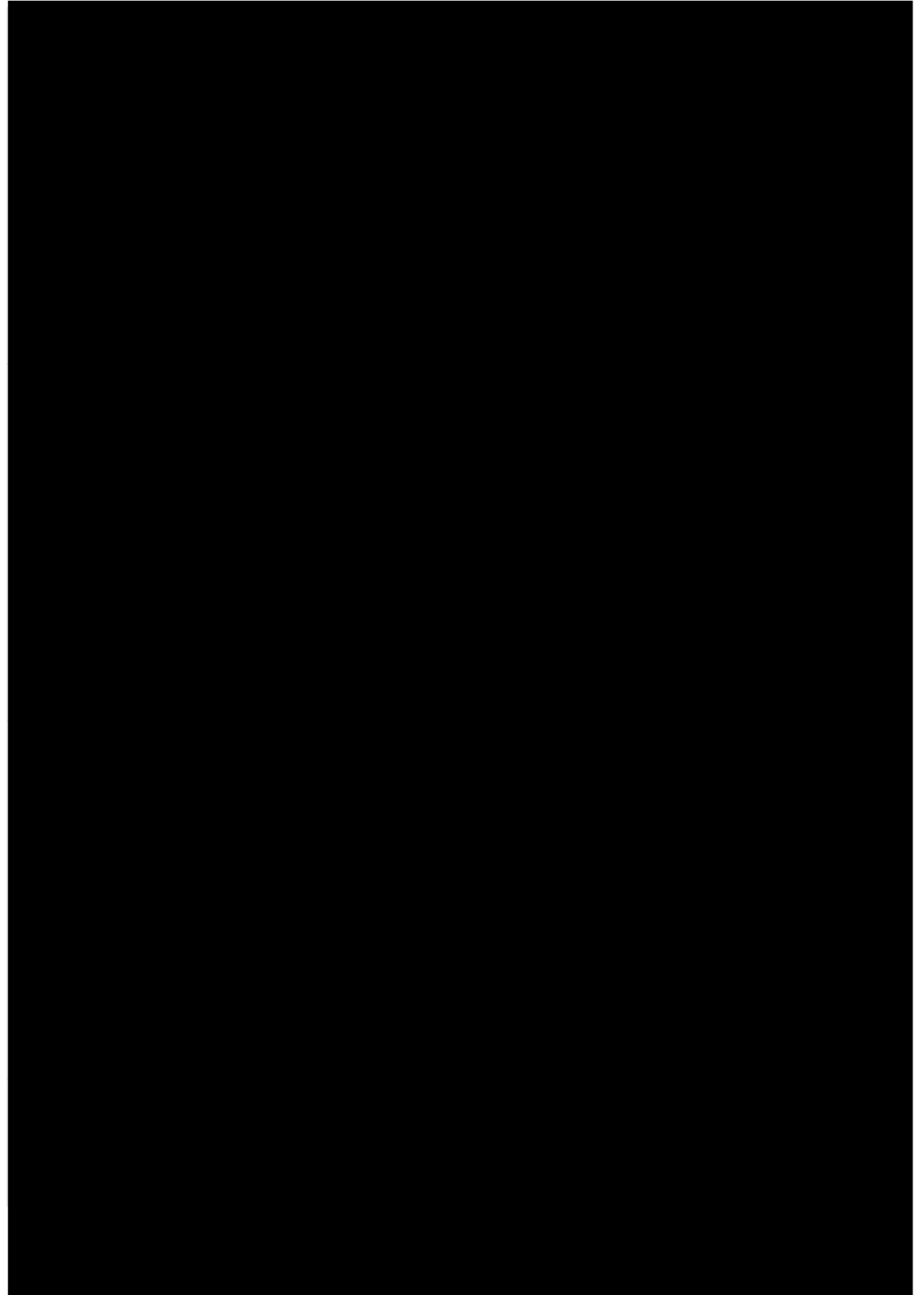
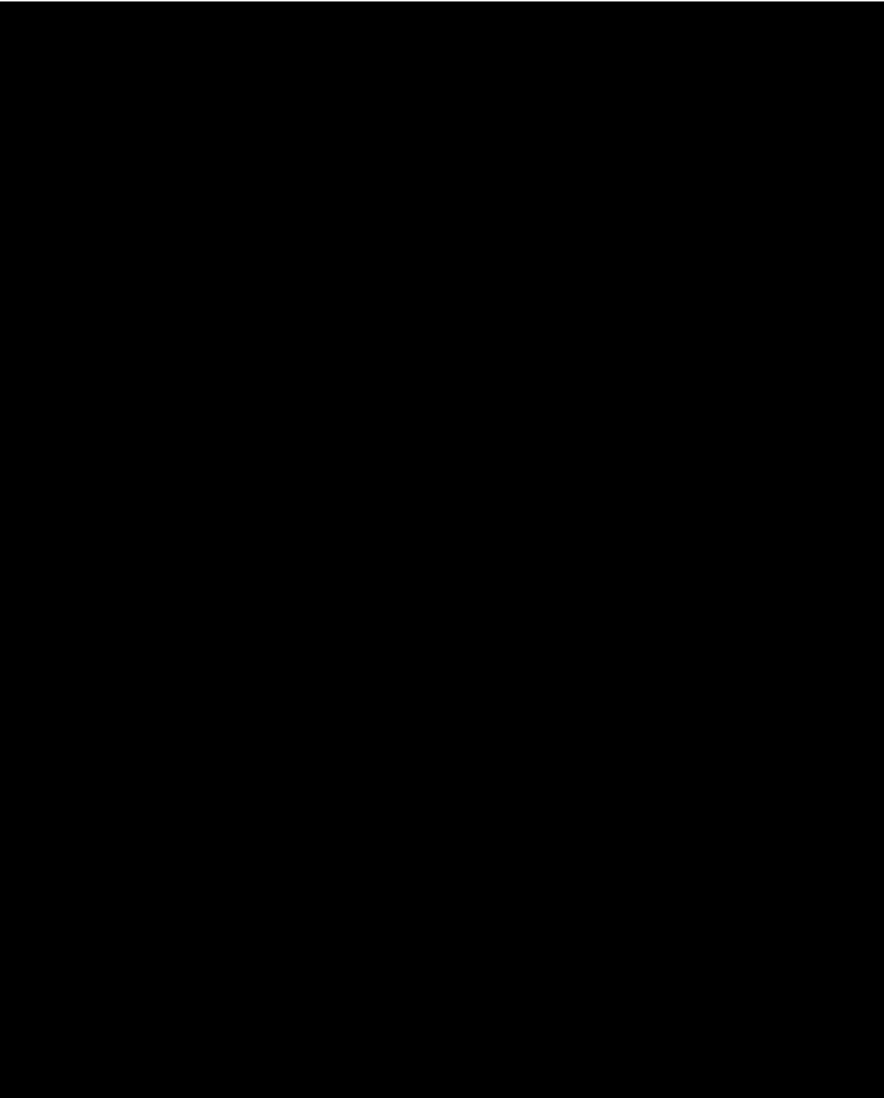
For example, where the risk is media market volatility when Wavemaker are preparing the buying brief, we have identified this as a category three risk as, while it has the potential to have a large impact on paid media, we have a close and established working relationship with OmniGOV to ensure we stay abreast of market fluctuation and availability. This ensures buying briefs are deliverable and based on up-to-date market knowledge.

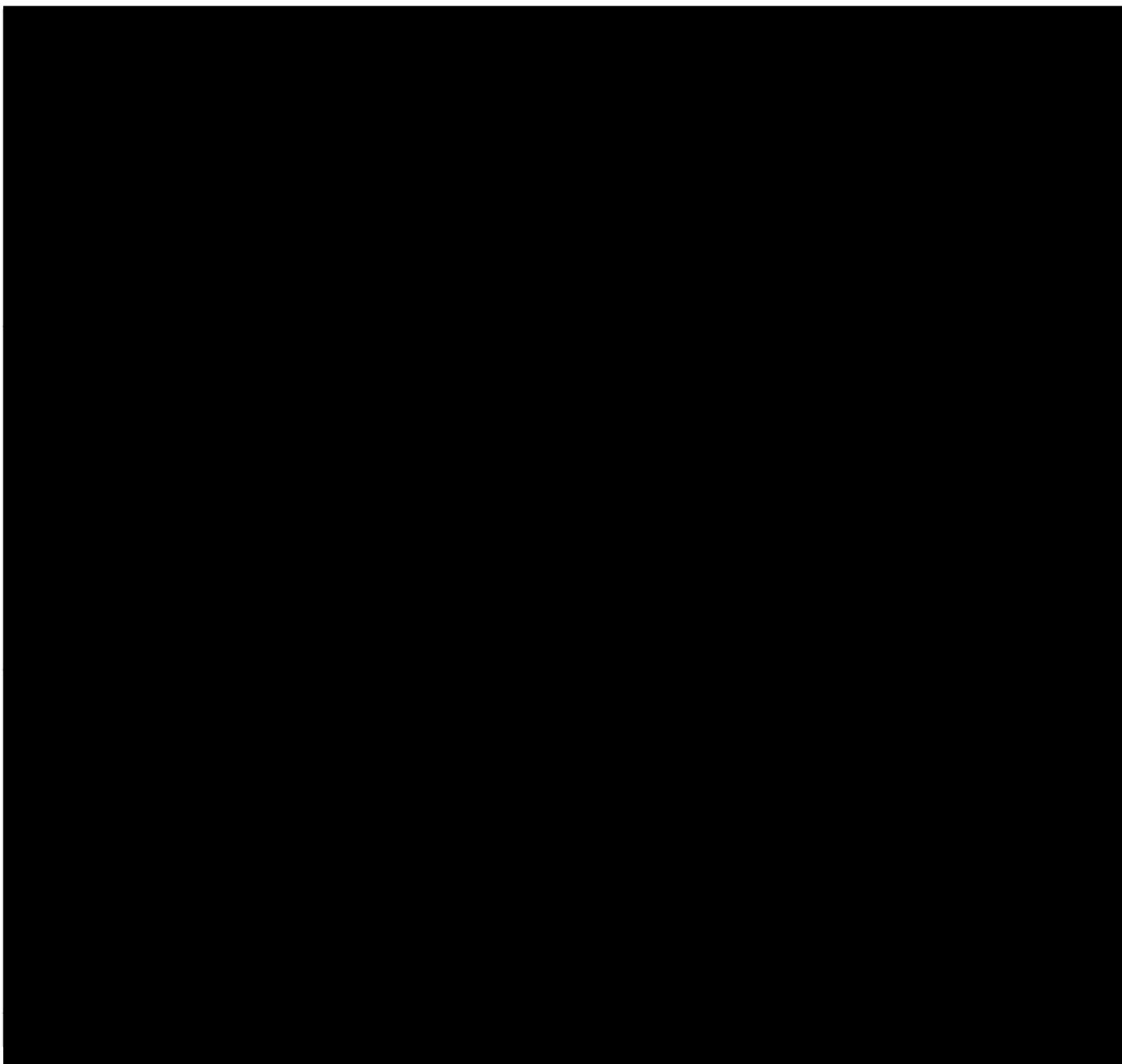
Where an external partner or stakeholder is involved e.g. a creative or evaluation agency, Wavemaker will adopt an agreed process to track changes and plan amends to reduce any inefficient communication between multiple stakeholders.

By supporting the campaign teams as the consistent line of sight throughout the design and delivery of NHSE campaigns, Wavemaker is uniquely placed to be the ideal agency to support with all project management requirements, ensuring schedules are achieved to the intended communications objectives and to ensure we stay true to that intended vision.

The benefit to the NHS: At Wavemaker your campaigns will be allocated a qualified project manager whose role will be to identify the deliverables for any and all stages of the campaign and ensure progress is reported through regular contact points throughout. We will use existing knowledge of your campaigns to identify risks and mitigate them.

Q6 Demonstrate, through examples of previous similar projects, your organisation's experience and ability to successfully meet the complexity and timescale demands of this project's requirements.

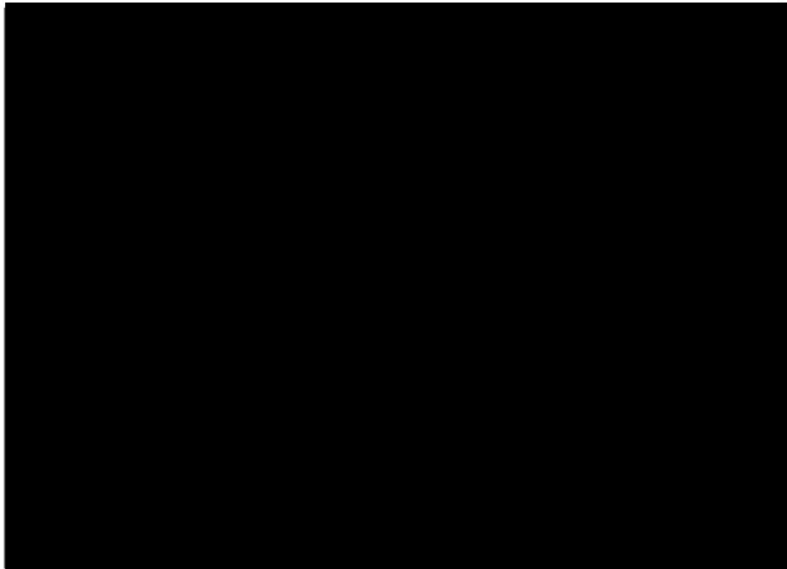




Q7 Provide a resource plan, which details how you will deliver this project, including details of the key personnel involved in delivery.

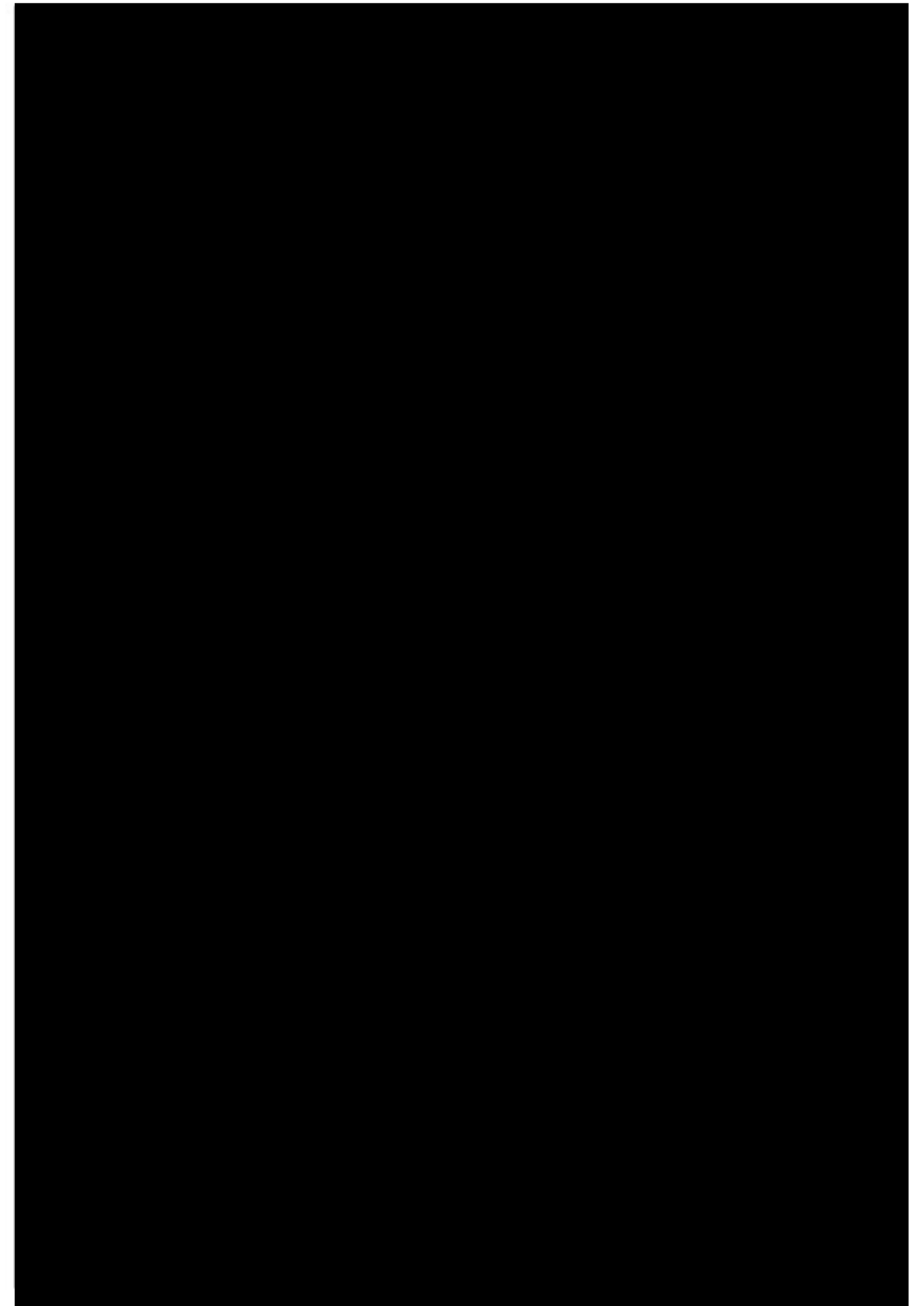
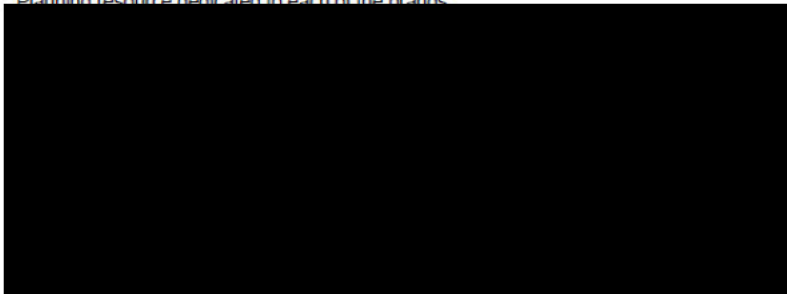
Wavemaker's vision is to positively provoke growth, for our clients and our people. We celebrate all the qualities our employees bring to the workplace and are proud to have held the Platinum IPA CPD accreditation for the last six years.

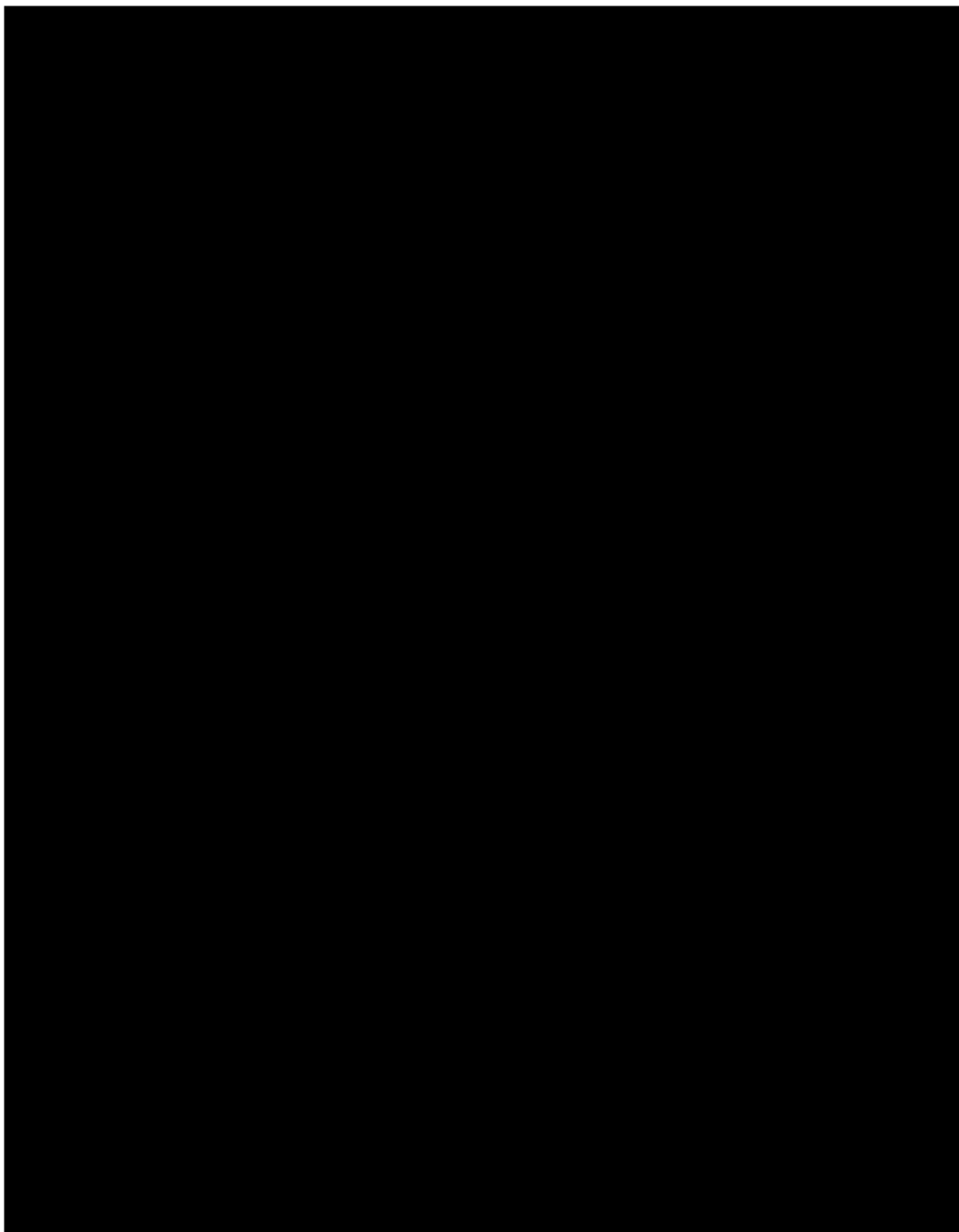
We have an established government strategic planning hub comprised of 60 people across London and Manchester. This team works with a broad range of departments, including DfE, DIT, DfT, DWP, FCDO, the Home Office, M&PS, the NHS, OHID, the RAF and the Royal Navy. We are very experienced in understanding the challenges and opportunities that government clients face, specifically around behaviour change marketing, the need for agility and accountability.



Your Core Team

We have built a team to ensure that we have a holistic view of all your activity at the Client Lead, Strategy Partner and Planning Manager level, whilst also having Strategic and Planning resource dedicated to each of the brands.





Social Value: Please outline how you will provide social value benefits in the performance of the contract?

Wavemaker's vision is to positively provoke growth, for our clients, our people and our community and social responsibility is baked into our DNA. We thrive on diversity of ideology and background. We celebrate all the qualities our employees bring to the workplace and are proud to have just received our CPD Gold Accreditation for 2021 & retained our CPD Platinum Accreditation for sustained CPD excellence.

Diversity and Inclusion is championed from the very top, with Karen Blackett, OBE, WPP UK Lead being the Government's Race At Work Champion.

Covid-19 Recovery

How we support our people recover from the impact of covid

Wavemaker's *Back In The Game* was an existing initiative that sets out to help those returning from long-term leave navigate their return to work. This became particularly valuable post-covid given the impact lockdowns and long covid has had on our employees. Wavemaker has always supported flexible working and, in a post-covid world, we are helping our people flex their working hours to fit their new normal – which looks different for us all.

How we support the local community recover from the impact of covid

Wavemaker recognises that vulnerable women, children and multicultural communities are some of the most adversely affected by the pandemic and offers support by committing to pro-bono work for charities including Solace, Manchester Pankhurst Charitable Trust, Barnardo's and the Stephen Lawrence Charitable Trust.

Tackling Economic Inequality

Wavemaker supports the government's levelling up agenda by driving D&I throughout our business, encapsulated in our D&I framework *Wavemaker Together*. Inclusivity is baked into every employee's approach to their craft and diversity is championed and worked into our curriculum. To monitor our progress we have a D&I question in our employee survey asking our people if they "think Wavemaker is an inclusive place to work". The score now stands at 7.9/10 with a target of >8.4 in our next survey, reflecting our continuing work in this area.

We're proud to sponsor Brixton Finishing School, giving us priority access to talent for internships and recruitment that passes through their AdCademy. This talent pipeline supports social mobility, neurodiversity and multi-ethnic talent.

Equal Opportunity

We strive to remove bias across our recruitment practices, including anonymous CVs and Unconscious Bias recruitment training for our managers. We have transparent diversity recruitment targets across all levels. We support the Government's apprenticeship scheme, employing a minimum of 10 apprentices every Autumn.

Lisa Thompson, Strategy Director at Wavemaker North, is the founder of Common People, a network to help promote social mobility within the advertising industry. Common People work closely with the Advertising Association to encourage brands to sign up to be audited on their recruitment policy on hiring people from working class backgrounds.

We are passionate about ensuring all voices are heard. We have five Employee Resource Groups to celebrate the diversity of our people:

Wavemaker Enable: promotes understanding of individual differences and neurodiversity, ensuring we are positioned to welcome people who are differently abled into the agency.

Wavemaker Roots: represents the cultural, ethnic and religious diversity of Wavemakers. Encourages open conversations with the stated aim of championing diverse representation within the agency.

Wavemaker Pride: champions the LGBTQIA+ community within the agency. We have commissioned "Global Pride Research" to review the needs and preferences of the community.

Women at Wavemaker: promotes gender equality in the workplace. 3 pillars of Inspire, Educate and Mentor ensure that women feel informed, connected and empowered to grow their careers.

Wavemaker Family: supports families during the current challenging circumstances and helps those coming back to the workplace after an extended leave of absence.

Wellbeing

As co-architects of PHE's Every Mind Matters we are proud to have fuelled over 3 million Mind Plan completes. Wavemaker's mental health strategy is '*Listen, Care and Support*' designed to ensure that every Wavemaker knows they are important and valued.

Listen: 'The Loop' is one of our many listening initiatives; a regular meeting for our leadership team to hear first-hand from a cross-section of Wavemakers, with wellbeing and mental health always an agenda point. We have a rolling programme of training Mental Health Allies, ready to listen and direct to our suite of professional support services.

Care: We have a strong track record of flexible and supportive working practises including flexible working hours and locations, wellbeing hours, email amnesty hours and 'dogs in the office' Fridays. Our Care ethos has deepened in the past two years, with the start of many additional initiatives including links to meditation services and a policy of no meetings during lunch hours, Wednesday afternoons and the last day of every month.

Support: Every Wavemaker has access to the Unmind app, which empowers employees with clinically backed digital tools for proactively improving mental wellbeing. In the last 20 days alone, Wavemakers have spent 863 hours using Unmind.

Fighting Climate Change

At Wavemaker we are passionate about fighting climate change and in March this year everyone in the business underwent Climate 101 Training. We have had sustainability baked into the core of our business for years, from the BREEAM Excellence rating of our Sea Containers offices to our very own dedicated team of 'Greenmakers' who ensure fighting climate change and sustainability is top of the agenda for the agency, our people and our clients.

Wavemaker is also committed to GroupM Mission Zero; focused on embedding sustainability into every area of the business. Our ambition is to be the first communications planning agency group to make its own operations climate positive by 2025 or earlier.

We have developed the Carbon Calculator to look beyond our agency's operational carbon footprint and understand the wider footprint of the work that we do on behalf of our clients. Our Carbon Calculator helps advertisers see the environmental impact of media plans and mitigate appropriately.

When appointed we will put in place and implement a Green Plan setting out, measuring and reporting on our work around reducing air pollution, cutting carbon emissions, reducing the use of single-use plastics and reducing levels of waste and water usage.

Our ways of working and policies in the areas of supporting the wellbeing of our people and community, tackling economic inequality and promoting equal opportunity, and fighting climate change demonstrate the significant importance that Wavemaker places on supporting the Government's Social Value commitment.

Call-Off Schedule 7 (Key Agency Staff)

- 1.1 The Order Form (Letter of Appointment) lists the key roles (“**Key Roles**”) and names of the persons who the Agency shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Agency shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Client may identify any further roles as being Key Roles and, following agreement to the same by the Agency, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Agency shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Client or the Client Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Agency or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Agency shall:
 - 1.5.1 notify the Client promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Agency shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Client may require the Agency to remove or procure that any Subcontractor shall remove any Key Staff that the Client considers in any respect unsatisfactory. The Client shall not be liable for the cost of replacing any Key Staff.

Call-Off Schedule 15 (Call-Off Contract Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Contract Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;
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2. Managing the contract

2.1 The Agency and the Client shall each appoint a Contract Manager for the purposes of this Contract through whom the provision of the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource and expertise is made available to deliver the aims, objectives and specific provisions of the Contract. The Client will give the Agency instructions as to its requirements for the Deliverables. These will be included in a Statement of Work and may include start and end dates for each stage of the proposed Deliverables.

2.3 During the Contract Period, the Agency will:

2.3.1 keep the Client fully informed as to the progress and status of all Deliverables, by preparing and submitting written reports at such intervals and in such format as is agreed by the Parties; and

2.3.2 promptly inform the Client of any actual or anticipated problems relating to provision of the Deliverables. Receipt of communication from the Agency by the Client does not absolve the Agency from its responsibilities, obligations or liabilities under the Contract.

2.4 During the Contract Period, the Parties' respective Contract Managers will arrange and attend meetings to review the status and progress of the Deliverables and to seek to resolve any issues that have arisen. These meetings will be held at locations and intervals as agreed by the Parties.

2.5 Unless otherwise agreed in the Statement of Work, the Agency will produce contact reports providing each Party with a written record of matters of substance discussed at meetings or in telephone conversations between the parties within 3 Working Days of such discussions. If the Client does not question any of the subject matter of a contact report within 7 Working Days of its receipt, it will be taken to be a correct record of the meeting or telephone conversation.

3. Approvals and Authority

3.1 For the purposes of this Contract, any reference to Client Approval means written approval in one of the following ways:

3.1.1 the Client issuing a purchase order bearing the signature of an Authorised Client Approver, or

3.1.2 e-mail from the individual business e-mail address of an Authorised Client Approver, or

3.1.3 the signature of an Authorised Client Approver on the Agency's documentation.

3.2 Any reference to Agency Approval means written approval in one of the following ways:

3.2.1 e-mail from the individual business e-mail address of an Authorised Agency Approver, or

3.2.2 the signature of an Authorised Agency Approver on the Client's documentation.

3.3 The Agency will seek the Client's prior Approval of:

- 3.3.1 any estimates or quotations for any costs to be paid by the Client that are not agreed in a Statement of Work; and
- 3.3.2 any creative treatments, including but not limited to scripts, messaging, storyboards, copy, layouts, design, artwork, or proposed marketing activity.
- 3.4 The Agency will seek the Client's prior Approval of any draft Deliverables. The Client's Approval will be the Agency's authority to proceed with the use of the relevant Deliverables.
- 3.5 If the Client does not approve of any matter requiring Approval, it must notify the Agency of its reasons for disapproval within 14 days of the Agency's request.
- 3.6 If the Client delays approving or notifying the Agency as to its disapproval, the Agency will not be liable for any resulting delays or adverse impact caused to the delivery of the Statement of Work.
- 4. Monitoring Campaign Performance**
- 4.1 The Agency agrees to provide access to data and support for Audits undertaken by the Client and its Auditors under the CRTPA relating to campaign performance under the Contract during and after campaigns.
- 4.2 The Agency will fully comply with all remote access requests.
- 4.3 The Auditor may share data with relevant key stakeholders as necessary to complete the work. Where the Client carries out an Audit it will own the resulting report and may share non-sensitive outcomes as appropriate.
- 4.4 The Agency and the Client will agree a plan to address Audit findings to optimise campaign performance.
- 5. Contract Risk Management**
- 5.1 Both Parties will proactively manage risks attributed to them under the terms of this Contract.
- 5.2 The Agency will develop, operate, maintain and amend, as agreed with the Client, processes for:
- 5.2.1 the identification and management of risks;
- 5.2.2 the identification and management of issues; and
- 5.2.3 monitoring and controlling project plans.
- 6. International Work**
- 6.1 The management and process for Client billing under Statements of Work including international work is to be agreed prior to the commencement of the Statement of Work and set out in the Statement of Work or Letter of Appointment.

Call-Off Schedule 20 (Call-Off Specification)

Specification of Requirements

Background to the requirements

The NHS England Campaigns Team deliver national social marketing campaigns to support the NHS. Our campaigns are delivered under two overarching campaign brands:

- The **‘We are the NHS’** campaign aims to inspire people to join the NHS and retain those already working in it. It promotes the NHS as a first-choice employer, focusing on priority recruitment of professions including: Nursing; Allied Health Professionals; Healthcare Support Workers; and 999 & 111 Call Handlers; also supporting the recruitment of NHS Reservists.
- The **‘Help Us, Help You’** campaign is designed to save lives by changing the way people access services to reduce pressures on the NHS and maintain capacity, by driving effective use of the NHS, encouraging people to get help in the right place and at the right time.

We are seeking an experienced Media Planning agency to support our work across all our campaign activity. Previously this work has been subcontracted through the Lead Creative Agency working on either the ‘We are the NHS’ or ‘Help Us, Help You’ campaigns.

These campaigns are delivered through a number of different phases aimed at different audiences and with separate aims and objectives.

All our campaign activity supports the successful delivery of the organisational priorities of NHS England and the wider NHS. These are set out in the NHS Long Term Plan and the annual NHS Priorities and Operational Planning Guidance.

Policy Context: ‘We are the NHS’

The NHS’s greatest strength is its people, and as demand for healthcare continues to grow, there is a need to ensure there are enough people working in the NHS, and that they get the support they need to continue delivering the best possible care¹. Latest data² shows 110,192 current vacancies (of which 39,652 are nurses). Vacancy rates were already an issue pre-pandemic, due to a range

of factors, and have been further exacerbated by extra pressure from the pandemic and burnout. so ensuring a pipeline for NHS recruitment has never been more critical.

The **‘We are the NHS’** campaign supports the NHS Long Term Plan, which highlights the importance of both recruitment and retention to the successful delivery of the plan, stating that “to make this Long Term Plan a reality, the NHS will need more staff, working in rewarding jobs and a more supportive culture”. The NHS Long Term Plan recognises the role that national marketing can play in supporting recruitment, stating that “national recruitment campaigns are effective and take pressure off individual trusts to develop local campaigns that struggle to have the same impact. As a commitment to helping recruit more staff, attract returners and retain those we already have, we will develop annual campaigns in conjunction with Royal Colleges and the trade unions for those roles that the NHS most urgently needs.”

To achieve the ambitions in the NHS Long Term Plan, the Government has three NHS workforce commitments: delivering 50,000 new nurses ; increasing the number of staff working in primary care (including AHPs) by 26,000; and maximising the take up of grants for nursing and allied health professional training.

The NHS 22-23 Operational Planning Guidance also outlines the need for additional workforce (“more people”) to support the restoration and recovery of services post pandemic.

¹ NHS Long Term Plan, <https://www.longtermplan.nhs.uk/areas-of-work/workforce/>

² <https://digital.nhs.uk/data-and-information/publications/statistical/nhs-vacancies-survey/april-2015---december-2021-experimental-statistics#resources>

The recently published NHS Recovery Plan for tackling the Covid-19 backlog of elective care also makes a case for the campaign, referencing the need to deploy 17,000 NHS Reservists, “alongside recruitment to roles showcased in the high profile national ‘We are the NHS’ advertising and marketing campaign, and all of the more than 350 careers across the NHS.”

Policy Context: ‘Help Us, Help You’

The **‘Help Us, Help You’** campaign supports the successful delivery of a number of the priority areas set out in the NHS Long Term Plan and in annual NHS Priorities and Operational Planning Guidance managing the impact of the pandemic.

All campaign activity is designed to save lives and improve outcomes by changing the way people access services to reduce pressures on the NHS and maintain capacity, by driving effective use of the NHS, encouraging people to get help in the right place and at the right time. Activity supports the NHS 22/23 Priorities and Operational Planning Guidance ambition to “make the most effective use of our resources – moving back to and beyond pre-pandemic levels of productivity when the context allows this.”

The campaign is delivered through different phases of activity, which support different policy and programme objectives outlined in a range of key policy documents including the NHS Long Term Plan and annual NHS Operational Planning Guidance.

Cancer, which is a key immediate priority for the NHS, as outlined in the NHS 22/23 Operational Planning Guidance, to help tackle the backlog of at least 36,000 patients that would have been expected to come forward to start treatment during the pandemic, and have not yet done so. Cancer campaigns activity supports multiple routes to diagnosis, including via primary care and screening.

- Earlier diagnosis: Activity supports delivery of the NHS Long Term Plan ambition that by 2028, the proportion of cancers diagnosed at stages 1 and 2 will rise from around half now to three-quarters of cancer patients. It also supports the NHS 2022-23 Priorities and Operational Planning Guidance requirement to “meet the increased level of referrals and treatment required to reduce the shortfall in number of first treatments”.
- Bowel screening: Activity supports earlier diagnosis targets, as

well as delivery of the NHS Long Term Plan commitment to “modernise the Bowel Cancer Screening Programme to detect more cancers, earlier”. Activity will support roll out of the new, easier to use test (Faecal Immunochemical Test for haemoglobin) and lowering of the starting age for screening from 60 to 50.

Heart Attack: activity supports ambitions to reduce the number of deaths from heart attack:

- NHS Long Term Plan ambition: “Heart and circulatory disease, also known as cardiovascular disease (CVD), causes a quarter of all deaths in the UK and is the largest cause of premature mortality in deprived areas. This is the single biggest area where the NHS can save lives over the next 10 years.”
- Operational planning guidance: Supports the NHS system work implementing new models of care for cardiac care. Through earlier diagnosis of heart attacks, we support the ambition to provide direct oral anticoagulants to an additional 610,000 patients preventing 21,700 strokes and saving 5,400 lives over the next three years (if untreated heart attacks can lead to stroke).

Stroke – activity supports ambitions to reduce the number of deaths from strokes:

- NHS Long Term Plan ambition: Stroke, a preventable disease, is the fourth single leading cause of death in the UK and the single largest cause of complex disability. Stroke mortality has halved in the last two decades. However, without further action, due to changing demographics, the number of people having a stroke will increase by almost half, and the number of stroke survivors living with disability will increase by a third by 2035.
- Operational planning guidance: This supports the NHS system work implementing new models of care for respiratory, stroke and

cardiac care. Through earlier diagnosis of stroke, we support the ambition to provide direct oral anticoagulants to an additional 610,000 patients, preventing 21,700 strokes, and saving 5,400 lives over the next three years.

Urgent and Emergency Care (NHS 111) - activity supports the NHS in managing the demand on urgent and emergency care services:

❑ **NHS Long Term Plan ambition: That by “expanding and reforming urgent and emergency care services the practical goal is to ensure patients get the care they need fast, relieve pressure on A&E departments, and better offset winter demand spikes.”**

- ❑ Operational planning guidance: To support increases to capacity to NHS 111 “to ensure the service is the credible first option for patients, enabling their referral to the most appropriate care setting”.

GP Access – activity supports the NHS in managing the demand on primary care services:

- ❑ NHS Long Term Plan ambition: That digital-first primary care will become a new option for every patient improving fast access to convenient primary care.
- ❑ Operational planning guidance: Exploit the potential of digital technologies to transform the delivery of care and patient outcomes – and support “the commitment that every patient has the right to be offered digital-first primary care by 2023/24 is delivered”.

Pharmacy Access – activity supports the NHS in managing the demand on primary care services:

- ❑ NHS Long Term Plan ambition: to make greater use of commu-

nity pharmacy services and reduce pressure on other NHS services. From 2019, NHS 111 has supported direct booking into GP practices across the country, as well as refer on to community pharmacies who support urgent care and promote patient self-care and self-management.

- Operational planning guidance: to support systems in considering how community pharmacy can play a greater role in local plans and in taking every opportunity to use community pharmacy to help tackle health inequalities.

Norovirus – activity supports:

- ❓ **NHS Long Term Plan ambition: To reduce winter pressures on NHS services - “by expanding and reforming urgent and emergency care services the practical goal is to ensure patients get the care they need fast, relieve pressure on A&E departments, and better offset winter demand spikes.”**

- Operational planning guidance: To “maintain maximum possible levels of inpatient, day case, outpatient and diagnostic activity” during a potentially challenging winter.

Staff winter immunisations - activity will be delivered in alignment with public facing winter vaccinations activity, and supports:

- ❓ **The Health and Social Care Act 2008 (Regulated Activities) (Amendment) (Coronavirus) (No. 2) Regulations 2021 which previously required health and social care workers who have face-to-face contact with service users, including volunteers, to provide evidence that they have been fully vaccinated against Covid-19.**

Whilst legislation is being amended so that mandation of vaccination is no longer in place, workforce vaccination remains a priority.

- ☐ The annual flu letter, which recommends flu vaccination for all frontline health and social care workers.

Scope of the Procurement

The appointed agency will be required to deliver the media strategies, plans and buying briefs to support the successful delivery of both the 'We are the NHS' and 'Help Us, Help You' campaign activity, which will be measured through each of the campaign's aims and objectives.

Aims & Objectives

The aims and objectives of all the phases of our campaigns are set each year, based on the insights and evaluation data from previous activity. These will be finalised as part of the campaign's strategic planning process, which will take into account evaluation of 2021/22 activity and the changes to the context around the NHS as a result of the pandemic.

These are agreed with the Cabinet Office and the Department of Health and Social Care and reported on each quarter.

The provisional aims and objectives of the '**We are the NHS**' campaign are outlined below.

Our employer perception KPIs are to:

- ☐ Increase interest in the NHS as a potential employer
- ☐ Increase confidence that the NHS is actively recruiting staff for the future of the service

The overarching objective for recruitment is to increase applications to clinical and non-clinical roles. Anticipated roles are listed below – and specific KPIs will be set against each specialism as part of our strategic planning process.

- ☐ Increase applications to nursing degrees (via UCAS) by March 2023.
- ☐ Increase applications to AHP courses (via UCAS) by March 2023.
- ☐ Increase applications for HCSW roles by March 2023.
- ☐ Increase applications for 111/999 roles by March 2023.
- ☐ Increase applications to NHS Reservist roles by March 2023.
- ☐ Generate eCRM sign ups to the 'We are the NHS' email programme.

Additional KPIs for return and retention are:

- ☐ Return: encourage former nurses to register their interest in re-turning to practice.
- ☐ Retention: Increase audience agreement that they would recommend the NHS as a place to work.

The provisional aims and objectives of the '**Help Us, Help You**' campaign are outlined below:

- ☐ **Confidence in the NHS:** maintain confidence in the NHS
- ☐ **Cancer earlier diagnosis:** Increase urgent referrals for cancer
- ☐ **Bowel screening:** Increase uptake of bowel screening
- ☐ **Heart attacks:** Increase earlier calls to 999 for heart attacks

? Stroke: Increase earlier calls to 999 for stroke

- ☐ **NHS 111:** Increase use of 111 for urgent but non-life-threatening conditions
- ☐ **GP access:** Increase intention to access primary care via digital channels
- ☐ **Pharmacy access:** Increase use of community pharmacists for minor illnesses

? Norovirus: Reduce access to NHS services when experiencing norovirus symptoms

- ☐ **Staff winter vaccines** (to be delivered in alignment with public facing winter vaccinations activity: Increase in intention to receive winter vaccines.

Constraints and Dependencies

The media strategies, plans and buying briefs for both 'We are the NHS' and 'Help Us, Help You' campaigns and all activities will need to be approved by NHS England. Media releases will need to be approved through the NHS England Media Team sign off process.

The media planning contract will be managed by the Head of Campaigns for the NHS England Campaigns and Social Media Team. The media planning budgets will be managed by the relevant Lead Campaign Managers.

Requirements

Mandatory and Minimum Requirements

The appointed agency will be required to develop and deliver the media strategies, media plans and buying briefs to support the successful delivery of the 'We are the NHS' and 'Help Us, Help You' campaigns' aims and objectives.

The media strategies and plans will need to set out the most effective combination of media channels, reach & frequency and new innovations to deliver the behaviour change objectives amongst the target audiences for all the different phases of both campaigns. This will include how each of the campaign phases will work together and highlight how activity will be refined throughout the period of the campaigns to improve effectiveness, based on the insights and evaluation of the campaign activity.

The appointed agency will be required to support the NHS England Campaigns Team in identifying and targeting appropriate audiences through data analysis and use of relevant targeting tools. This will include analysis of NHS operational data, where available, such as NHS 111 call data and online usage data.

The strategies will need to ensure that the audiences for each phase of the 'We are the NHS' and 'Help Us, Help You' campaigns are effectively and efficiently targeted.

The audiences for the established '**We are the NHS**' campaign phases are as follows. Additional audiences may be targeted should operational requirements change:

□ **Employer Phase:** all adults / teens

□ Recruit Phases:

- **Nursing / Allied health professionals (AHPs) phase: Teens (all 14-18 year olds); and career changers (all 20-44 year olds);**
- Health care support workers (HCSW) phase: Teens (all 14-

18 year olds); and career changers (all 20-44 year olds);

- 111 / 999 call handlers phase: C2DE 18-44 year olds; and
- NHS Reservists phase: all adults.

- ☐ **Return:** Previous NHS nurses/midwives with a lapsed registration
- ☐ **Retain:** current NHS staff especially nurses/midwives.

The audiences for the '**Help Us, Help You**' campaign phases are as follows. Additional audiences may be targeted should operational requirements change:

- **Cancer earlier diagnosis:** 50+ C2DE adults.
- **Bowel screening:** 50+ C2DE, focus on demographics least likely to participate.

☐ **Heart attacks:** 50+ C2DE, black and south Asian ethnic minorities, with all adults as secondary 'heart helper' audience.

- ☐ **Stroke:** 50+ C2DE, black and south Asian ethnic minorities, all adults as secondary 'stroke saver' audience.
- ☐ **NHS 111:** Targeting all adults; spend will be upweighted for audience segments that are higher users of A&E / EDs: young adults (aged 18-30); and parents with children aged under 12.
- ☐ **GP access:** All adults, with a focus on those most likely to be willing to access primary care services digitally, (i.e. higher SEGs) ensuring capacity in other routes to access for those who need them most.
- ☐ **Pharmacy access:** Parents of 5-12 year olds; and adults aged

60+.

- ❑ **Norovirus: Adults aged 30-60, who are more likely to have older relatives who are in hospital and are at risk of visiting them and causing outbreaks in a hospital.**

- ❑ **Staff winter vaccines:** NHS and social care staff.

The media strategies will need to ensure that the different phases of the campaigns are effectively sequenced to ensure that the activity does not target the same audiences through the same channels at the same time.

All media plans will be evaluated using the Cabinet Office evaluation framework.

Desirable Requirements

The media strategies should consider making the best use of low-cost communication channels, with a focus on the NHS owned channels, including NHS estates, and communications to the public from local NHS trusts. However, these channels have limited reach, and rely on our audience being in contact with the health system.

Our no/low cost activity additionally includes:

- ❑ **Low-cost partnerships:** we work with NHS Trusts, voluntary sector and commercial partners by making campaign materials available via the Campaign Resource Centre's 210k live partners. Since 1 April 2021, partners have downloaded over 740,000 campaign materials. We encourage and support partners, through offers of co-branded assets and tweaked key visuals which allow our campaign messaging to be tailored and served to relevant au-

diences.

- **Other Government Departments and Royal Colleges:** leverage owned channels through DWP and other government departments, as well as those of the Royal Colleges (such as the Royal College of Nursing) to reach a wider audience at minimal cost.
- **Stakeholders and ambassadors:** At a relatively low cost, we leverage our relationships with stakeholders and ambassadors to help us reach our target audiences through trusted voices. Please note that we do not pay social media influencers to support our activity.
- **Strategic partnerships:** we leverage maximum impact from our low-cost communications.

The media strategies will need to consider how best to deliver ‘always on’ activity, such as search, media partnerships, digital and social, to support each phase of the campaigns throughout each year.

The appointed agency should consider how to support the continual professional development of the NHS England Campaigns and Social Media Team and colleagues in the wider NHS communications profession, by: holding training sessions; presenting at the Marketing Reference Group meetings; and organising events.

Timescales & Implementation

Provisional timings for the campaign phases have been planned, but these are subject to change and will be influenced by NHS England’s operational requirements.

The provisional timings of the **‘We are the NHS’** campaign phases in 2022/23 are:

June – Sept 2022 ‘Generic role’ employer campaign phase.

- ☐ August 2022: Nursing recruitment via UCAS clearing.
- ☐ Oct 2022 – March 2023: Nursing recruitment phase.
- ☐ Oct 2022 – March 2023: AHP recruitment phase.
- ☐ July – Oct 2022: 111/999 call handlers recruitment phase.
- ☐ July 2022 – March 2023: NHS Reservists.
- ☐ June 2022 – March 2023: HCSW recruitment phase.

The provisional timings of the ‘**Help Us, Help You**’ campaign phases in 2022/23 are:

June – July 2022: Cancer earlier diagnosis (extension to Q4 reducing barriers activity)

- ☐ July – Sept 2022: Cancer earlier diagnosis (symptoms)
- ☐ July – Aug 2022: Heart attack
- ☐ Oct – Dec 2022: Pharmacy access
- ☐ Oct 2022 – March 2023: NHS 111
- ☐ Oct 2022 – Jan 2023 – Staff winter vaccinations
- ☐ Nov 2022 – Jan 2023: Norovirus
- ☐ Dec 2022 – March 2023: Bowel screening
- ☐ Jan – March 2023: Cancer earlier diagnosis (reducing barriers / symptoms)
- ☐ Jan - March 2023: Stroke
- ☐ Jan – March 2023: GP access

The media strategies and plans must be developed within a timeframe that allows for effective consultation with both internal and external stakeholders.

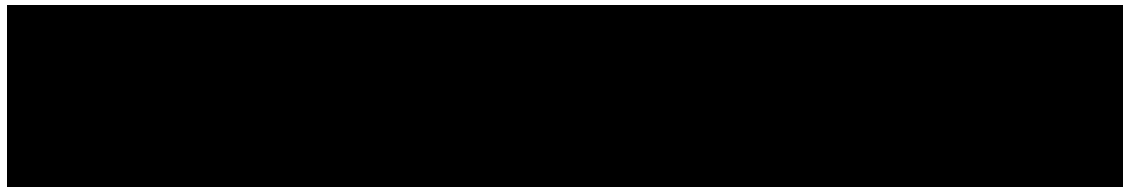
The buying briefs should be developed within time to enable the most cost efficient media buying is achieved.

Location

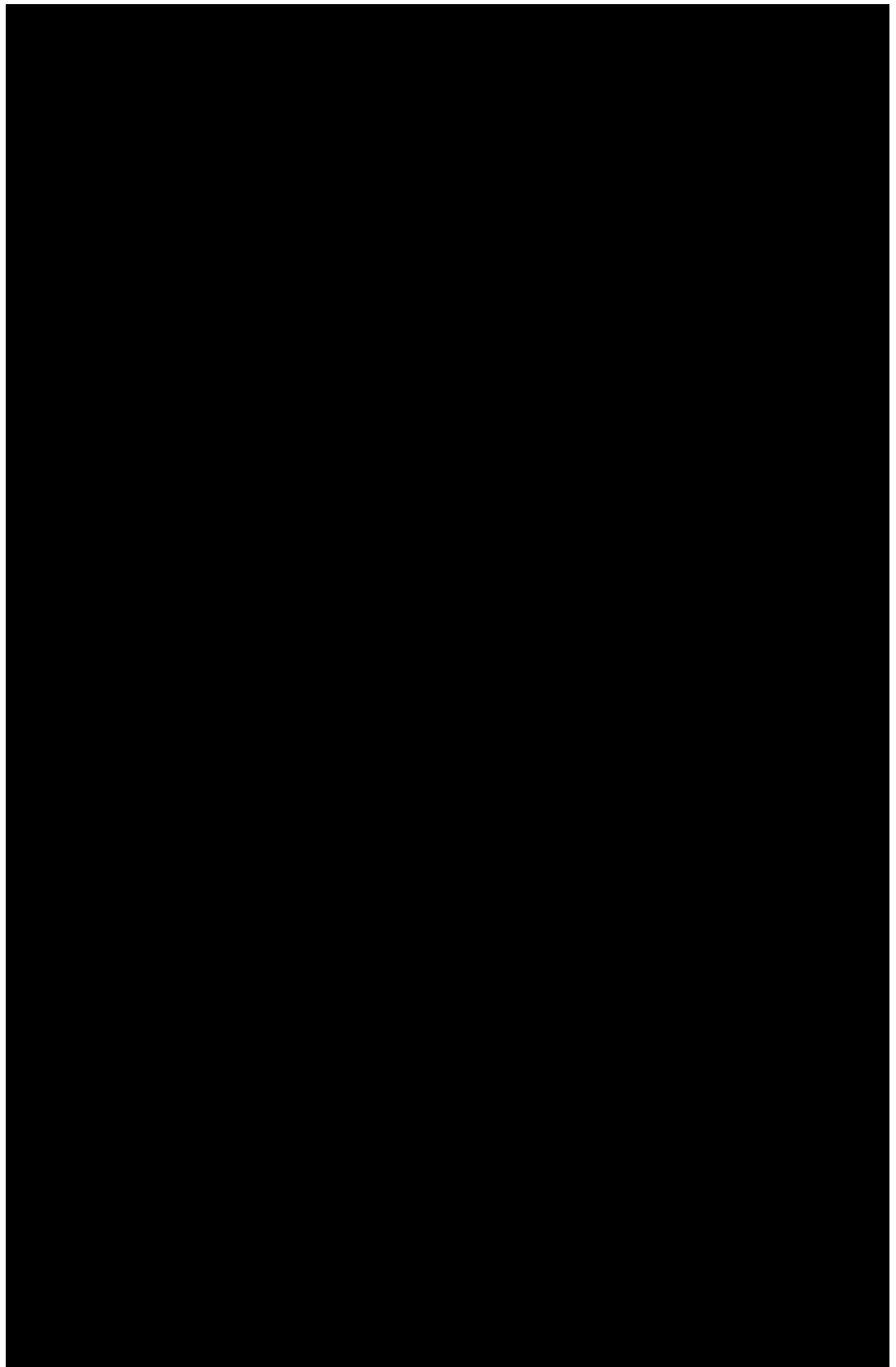
The appointed media planning agency must be located within England, and regular meetings with the NHS England Campaigns team (based in London) will be required. These may take place in-person or virtually, dependent on need and activity.

Roles and Responsibilities

The key roles and responsibilities of the NHS England Campaigns Team in managing this work are:



be responsible for the management of the media planning contract.



The appointed agency will be required to submit progress reports on a weekly basis and participate in regular meetings with the NHS England Campaigns Team in London. These reports should provide sufficient information to allow the Campaigns Team to review progress against time-lines, identify how costs have been apportioned and identify any areas for improvement.

Performance and Measurement

The performance of the agency will be measured against the campaigns' aims and objectives detailed earlier in this document.

Regular review meetings will be held to review the performance of the agency.

The agency will need to provide regular evaluation reports and contribute to the post campaign analysis reports after each phase of campaigns.

Contract Term

The term of this contract is 3 years, with provision for this to be extended for a maximum of 12 months (3 +1).

Budget

The maximum value contract, including all subcontracting, shall be £6,300,000 ex VAT based on the projected spend below:

- ☐ 2022 / 2023: £1,500,000
- ☐ 2023 / 2024: £1,500,000
- ☐ 2024 / 2025: £1,600,000
- ☐ 2025/2026: £1,700,000

Sustainable Development Requirements

The appointed agency will be required to put in place and implement a Green Plan. Green Plans must set out the agency's detailed plans and actions that support the NHS Long Term Plan commitments on:

- ☐ reducing air pollution – such as implementing expenses policies for staff which promote sustainable travel choices;
- ☐ cutting carbon emissions – by reducing emissions from the provider's premises;
- ☐ reducing the use of single-use plastic products and observing the NHS Plastics Pledge to eliminate avoidable single-use plastics in NHS catering facilities; and
- ☐ reducing levels of waste and water usage.

The agency is expected to quantify its environmental impacts and publish annual quantitative progress data, covering as a minimum carbon emission in tonnes, emissions reduction projections and the way in which those projections will be achieved.