

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

Part 1: Letter of Appointment

LOT 9-Production

Dear Sirs

Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM3796) between CCS and the Agency dated 20th February 2018

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

Order Number:	As per purchase order
From:	The Department of Transport, Great Minster House, Horseferry Road, London, UK ("Client")
To:	Pukka Films, 6th Floor Charlotte Building, 17 Gresse Street, London, W1T 1QL ("Agency")

Effective Date:	5 th March 2018
Expiry Date:	End date of Initial Period- 4 th March 2020 End date of Maximum Extension Period- 4 th March 2021 Minimum written notice to Agency in respect of extension: 30 days

Relevant Lot:	Lot 9-Production
Services required:	Set out in Section 2 (Services offered) and refined by: the Client's Brief attached at Annex A and the Agency's Proposal attached at Annex B; and
Statement of Work	The Parties may enter into such Statements of Work as are agreed between the Parties under Clause 1.2. Any additional work must be agreed between the parties using

	the statement of works or another briefing document mutually agreed between the Parties.
--	------------------------------------------------------------------------------------------

Key Individuals:	<u>For the Client</u> REDACTED <u>For the Agency</u> REDACTED
Guarantor(s)	n/a

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	<p>Payment will be made in line with the rate card below. Rates must remain firm for the entire contract period and any extensions to it.</p> <p>REDACTED</p> <p>Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. The Agency will need to register on the Client's payment system (SAP).</p> <p>The Client shall pay all Agency costs accrued and invoiced for the production of the initial film required by Key Milestone 4 upon its delivery.</p> <p>Payment for the remaining indicative titles described shall be paid upon completion and delivery in full. Delivery is required no later than Key Milestone 6. For the avoidance of doubt, final payment shall only be made upon receipt of ALL remaining films and products.</p> <p>Payment for any other films required through the life of the contract shall be made upon their satisfactory completion and delivery at a time agreed between the Parties.</p> <p>Before payment can be considered, the invoice must include a detailed breakdown of work completed and the associated costs with receipts.</p> <p>Prices do not include T&S which will be at the Agency's own expense.</p>
Insurance Requirements	None in addition to the Framework Terms and Conditions

Client billing address for invoicing:	REDACTED
---------------------------------------	----------

Alternative and/or additional provisions:	N/A
-------------------------------------------	-----

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter a Call-Off Contract with the Client to provide the Services in accordance with the terms of this letter and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Terms.

The Parties hereby acknowledge and agree that this Call-Off Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.

For and on behalf of the Agency:

Name and Title:

Signature:

Date:

For and on behalf of the Client:

Name and Title:

Signature:

Date:

ANNEX A

Client Brief

1. PURPOSE

- 1.1 The Aviation Security team within the Department for Transport requires the production of a series of aviation security training videos.

2. DEFINITIONS

Expression or Acronym	Definition
ACC3 regulation	An Air Cargo or Mail Carrier operating into the European Union from a Third Country Airport”, a designation required in order for these carriers to fly cargo into or through the European Union.
CSA	Central Search Area
ETD	Explosive Trace Detection
FoH	Front of House
HBS	Hold Baggage Screening
ICAO	
IFS	In-flight supplies
ManPADS	Man Portable Air Defence Systems
Pax	Passenger
PLATs	
VCP	Vehicle Check Point

3. SCOPE OF THE REQUIREMENT

- 3.1 Each training film will be available in a suitable format that should allow the Client to load the training videos on to a portal or share them on a memory stick as well as physically distribute them as DVDs.
- 3.2 The Agency must provide 100 copies of each title in DVD format and 100 copies on password protected memory sticks. Each copy will be made available enclosed within a DVD case with sleeve and graphic covers. The cover will need to be designed by the Agency
- 3.3 The Agency must create films which can, if required be updated and edited in order to keep in date with the changing aviation security climate and legislation.
- 3.4 The content of each training film will be produced in 3D animation (in a style agreed with the Client at the inception meeting). The training films require high quality of animation to provide a more realistic simulation of real people and real airports.
- 3.5 The Agency will be required to project manage the whole production, including pre and post production support. The pre-production includes Implementation Plan,

assignment of roles, story boards, scripts and production schedules. The Client will provide all the technical advice on teaching points to be covered and key messages to be delivered. Meetings with the Client will be at the Agency's expense.

- 3.6 The Agency will also be required to attend a familiarisation visit with the Client to a UK airport. This will allow the Agency to get contextual understanding of how and what aviation security looks like. T&S for attendance shall be at the Agency's expense.
- 3.7 An indicative outline of the content of the initial films is as follows, final details on content and timings will be agreed between the Agency and the Client
- 3.8 REDACTED
- 3.9 The Client may require additional copies of the indicative titles through the life of the contract.

4. THE REQUIREMENT

- 4.1 The Agency must provide training films on DVD and electronic copies in accordance with the topic areas aforementioned.
- 4.2 The films must communicate and reinforce specific elements of aviation security, with particular attention to the role of staff members when executing security functions. These films will be used in formal training environments, and potentially as part of computer based training modules.
- 4.3 The target audience will be security officers, trainers and supervisors and managers within airports around the world.
- 4.4 The content of the films will vary between titles, however it should include:
 - 4.4.1 Voice over only – no use of an on screen “presenter”. The training films must be available in English (EN), French (FR), Turkish (TK) and Arabic (AR), and any other languages as required with the ability to switch between the delivery of languages in both subtitle and audio mode.
 - 4.4.2 Standard operating procedures when using equipment, information on processes.
 - 4.4.3 Demonstrate how just one person in the chain of aviation security, not adhering to security measures can lead to a security breach.
 - 4.4.4 Emphasise that security is the responsibility of everyone.
 - 4.4.5 The importance of a strict training regime.
 - 4.4.6 Avoid the use of music, images or news clips requiring the use of licensing agreements.

- 4.4.7 Be able to be granted to other countries around world, including, but not limited to countries in Africa, Middle East and Asia without fear of breaching any copyright or distribution issues.
- 4.5 Following contract award, the Agency shall attend a contract inception meeting to discuss, in depth, their proposals, and production planning schedules (Implementation Plan).
- 4.6 The Agency shall include within the Implementation Plan its key dates to meet completion by the Client's Key Milestones.
- 4.7 If necessary, the Agency shall produce further versions of the Implementation Plan in such further detail as the Client requires.
- 4.8 The Agency shall ensure that each version of the Implementation Plan is subject to approval. The Agency shall ensure that the project milestones are maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation of the Services.
- 4.9 The Client shall have the right to require the Agency to include any reasonable changes or provisions in each version of the Implementation Plan.
- 4.10 The Agency shall be responsible for all film production issues to include, but not limited to:
 - 4.10.1 Scripts and film content design.
 - 4.10.2 Storyboards.
 - 4.10.3 Artwork and design, including animation.
 - 4.10.4 Film production and equipment.
 - 4.10.5 Voice over actors for each of the required languages.
 - 4.10.6 Translation services.
 - 4.10.7 Supply of end product hard goods. (Initially 100 DVD's including cases and 15 Memory sticks).
 - 4.10.8 Delivery to the Client's premises.
- 4.11 The Agency is expected to produce, complete and deliver at least one of the training titles before the end of the financial year 17/18, this will be agreed with the Client. The remaining titles will be completed in the financial year 18/19.
- 4.12 The Agency will also be required to:
 - 4.12.1 Design and provide a film sleeve and cases in a style/format that has been agreed by the Client. The packaging must include the DfT logo and be supplied as a high quality image which can then be printed by the Client in

a format that would be suitable for uploading onto an internet portal. There should be no reproduction restrictions.

- 4.12.2 Supply memory sticks with copies of ALL films (in all languages) and graphics. The memory sticks shall have the DfT logo on them.
- 4.12.3 Produce separate DVD versions for each language required. For clarity, each DVD will be for one (1) film in one (1) language.
- 4.13 The Client may require additional films, similar in design and scope to the above requirements. If additional films are required, specific details will be provided each time. There may also be a requirement to update any of the indicative titles during the duration of the contract. However, the Client offers no guarantee of any additional films or updates and the Agency should not assume the requirement shall extend beyond the indicative titles.
- 4.14 The Agency will be required to initially produce 100 DVD copies of each title made, and a further 15 memory sticks with the training videos on. The Client may require more copies, and will advise the Agency as necessary. The initial 100 DVD's shall be divided into the following batches by language:
 - 4.14.1 English (EN) = 25 copies
 - 4.14.2 French (FR) = 25 copies
 - 4.14.3 Turkish (TK) = 25 copies
 - 4.14.4 Arabic (AR) = 25 copies
- 4.15 DVD format should be DVD+R, with option for HD DVD+R, to allow for quality and size of video file. Rewritable DVDs must not be used.
- 4.16 The memory sticks shall be encrypted and password protected. These will be used on multiple operating systems, including, but not limited to those produced Microsoft, Google and Apple.
- 4.17 The Agency will be required to make themselves familiar with current international standards around aviation security (Annex 17 to the Chicago Convention on International Civil Aviation), which the baseline can be found here:
 - 4.17.1 https://www.icao.int/safety/AirNavigation/NationalityMarks/annexes_booklet_en.pdf

5. KEY MILESTONES

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

Milestone	Description	Timeframe
-----------	-------------	-----------

1	Initial contract inception meeting to include Agency's proposed Implementation Plan and timetable for discussion and agreement.	Within week 1 of Contract Award
2	Finalised Implementation Plan and timetable for Client approval.	Within week 1 of Contract Award
3	Initial film script and storyboard for Client approval	Within week 2 of Contract Award
4	Delivery of initial film final product	March 2018
5	Project review meeting and updates to Project Plan/timetable (if required)	April 2018
6	Delivery of remaining indicative titles	March 2019

5.2 Separate milestones will be established for all future requirements to produce further titles.

6. CLIENT'S RESPONSIBILITIES

6.1 There will be one Client officer assigned to this project along with additional support during production as required. The Client will work closely with the Agency to develop the script to ensure all desired outputs are included. This entails the Client using its technical expertise to provide guidance on what the titles should cover.

7. REPORTING

7.1 The Agency must provide fortnightly progress reports to the Client. These must contain regular updates on progress, script development, key milestones and planning. They will be delivered via teleconference.

7.2 Following the production of the films, the Agency will be invited to a meeting with the Client to present the video and allow for the Client to suggest updates/changes as necessary. All changes must go through a formal approvals process to be agreed between the parties.

7.3 The Agency must attend monthly meetings with the project lead at the Client's premises in central London. This will cover progress of delivery and agree any changes to content and details of the training videos. These meetings will be attended at the Agency's own expense.

8. VOLUMES

8.1 The Agency must provide 100 copies of each training title in DVD and 15 memory stick format by the agreed deadline set by the Client. The training films must be presented within a DVD box with a graphic cover that will be designed by the Agency and approved by the Client

- 8.2 The Agency must also provide the film and the image for the cover electronically to the Client to allow for additional copies to be made as/when necessary.
- 8.3 The Agency must also provide an electronic copy of the training material in the appropriate format in order to allow the Client to load this on to a portal in the future. This should be suitable for variable operating systems including, but not limited to Microsoft, Apple and Google. The films must be protected against copying or alterations of any the training titles by any unauthorised third parties. Alterations shall only be allowed with the Client's written consent.

9. CONTINUOUS IMPROVEMENT

- 9.1 The Agency will be expected to continually improve the way in which the required services are to be delivered throughout the contract duration.
- 9.2 The Agency should present new ways of working to the Client during monthly contract review meetings.
- 9.3 Changes to the way in which the services are to be delivered must be brought to the Client's attention and agreed prior to any changes being implemented.

10. SUSTAINABILITY

- 10.1 Film production techniques and DVD manufacture should consider the environmental impact and promote sustainability.

11. STAFF AND CUSTOMER SERVICE

- 11.1 The Client requires the Agency to provide a sufficient level of resource throughout the duration of the film contract in order to consistently deliver a quality service to all Parties.
- 11.2 The Agency's staff assigned to the film contract shall have the relevant qualifications and experience to deliver the contract.
- 11.3 The Agency shall ensure that staff understand the Client's vision and objectives and will provide excellent customer service to the Client throughout the duration of the contract. The Agency should produce a customer service plan highlighting standards relevant to delivery.

12. SERVICE LEVELS AND PERFORMANCE

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

Milestone	Description	Timeframe
1	Initial contract inception meeting to include Agency's proposed Implementation Plan and timetable for discussion and agreement.	Within week 1 of Contract Award

2	Finalised Implementation Plan and timetable for Client approval.	Within week 1 of Contract Award
3	Initial film script and storyboard for Client approval	Within week 2 of Contract Award
4	Delivery of initial film final product	March 2018
5	Project review meeting and updates to Project Plan/timetable (if required)	April 2018
6	Delivery of remaining indicative titles	March 2019

- 12.2 Where the Client identifies poor performance against the agreed SLA's, the Agency shall be required to attend a performance review meeting. The performance review meeting shall be at an agreed time no later than 5 working days from the date of notification at the Client's premises.
- 12.3 The Agency shall be required to provide a full incident report, which describes the issues and identifies the causes. The Agency will also be required to prepare a full and robust 'Service Improvement Plan', which sets out its proposals to remedy the service failure. The Service Improvement Plan shall be subject to amendment following the performance review meeting and agreed by both parties prior to implementation.
- 12.4 The Client agrees to work with the Agency to resolve service failure issues. However, it will remain the Agency's sole responsibility to resolve any such service failures.
- 12.5 Where the Agency fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Client reserves the right to seek early termination of the contract in accordance with the procedures set out in the Terms and Conditions.

13. SECURITY REQUIREMENTS

- 13.1 The Agency's Project Manager involved in the project must have successfully completed Counter Terrorism Check (CTC) as a minimum requirement. The Client reserves the right to use individuals who have applied for CTC before the check has been successfully completed on a case-by-case basis. The Client will support the Agency through the process but will bear no financial costs.
- 13.2 Details regarding the contract with the Client are sensitive and must not be distributed wider than those parties within the Agency's organisation (or sub-contractors) who have a 'need to know'.
- 13.3 Further distribution of any data relating to the contract must be approved in writing by the Client prior to dissemination.
- 13.4 The Agency must adhere to the following Security Policy for the entire contract term.
- 13.5 The Client treats its information as a valuable asset and considers that it is essential that information must be protected, together with the systems, equipment and

processes which support its use. These information assets may include data, text, drawings, diagrams, images or sounds in electronic, magnetic, optical or tangible media, together with any Client's Personal Data.

- 13.6 In order to protect Governmental information appropriately, the Agency must provide the security measures and safeguards appropriate to the nature and use of the information. All Suppliers of services to the Client must comply, and be able to demonstrate compliance, with the Client's relevant policies and standards.
- 13.7 The Chief Executive or other suitable senior official of the Agency must agree in writing to comply with these policies and standards. Each Agency must also appoint a named officer who will act as a first point of contact with the Client for security issues. In addition, all Staff working for the Agency and where relevant Sub-Contractors, with access to Governmental IT Systems, the Contract Services or Governmental information must be made aware of these requirements and must comply with them.
- 13.8 The Agency must comply with the relevant Standards from the Clients information systems security requirements. The requirements are based on and follow the same format as International Standard 27001.
- 13.9 The Agency shall remain compliant with HMG Security Policy Framework (SPF) and its mandatory minimum requirements mentioned therein. A copy of which can be found on the Cabinet Office website <http://www.cabinetoffice.gov.uk/content/government-security>.

14. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 14.1 All the Intellectual Property Rights in the training films produced, maintained or updated by the Agency pursuant to this Agreement vest in the Client.
- 14.2 The Agency grants the Client a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use and further develop any of the Agency's pre-existing Intellectual Property Rights used in the making of the training films pursuant to the contract..
- 14.3 The Agency will ensure that it procures all relevant and necessary third party licences, consents, etc., for any third party Intellectual Property Rights that it used to produce the training films pursuant to the contract, in order for the Client to lawfully use and develop the films produced.
- 14.4 The Agency must notify the Client if it becomes aware of any copyright infringements whilst filming or finalising the training films.
- 14.5 Neither Party shall have any right to use any of the other Party's names, logos nor trade marks on any of its products or services without the other Party's prior written consent.
- 14.6 "Intellectual Property Rights" means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, trademarks, logos, rights in Internet domain names and website addresses and other rights in trade

names, designs, trade secrets and other rights in Confidential Information, applications for registration, and the right to apply for registration, for any of these rights that are capable of being registered in any country or jurisdiction, and all other rights having equivalent or similar effect in any country or jurisdiction

15. ADDITIONAL INFORMATION

15.1 The Agency must ensure and be able to demonstrate they have the appropriate insurances prior to contract award, these include:

15.1.1 Public Liability Insurance up to the sum of £1m.

16. LOCATION

16.1 Production Services will be carried out at the Agency's premises.

16.2 Planning meetings will be held at the Department for Transport offices Great Minister House, 33 Horseferry Road, London, SW1P 4DR.

ANNEX B
Agency Proposal

REDACTED

ANNEX C
Statement of Works

To be agreed where/when applicable

Part 2: Call-Off Terms

See attached