



Cabinet Office

Dear Sirs,

Letter of Appointment - Provision of Covid-19 Awareness Campaigns:

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM3774) between CCS and the Agency, dated 16th December 2016.

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:	CCCO21A10
From:	Cabinet Office REDACTED ("Client")
To:	MullenLowe London LTD REDACTED ("Agency")

Effective Date:	5 th August 2021
Expiry Date:	End date of Initial Period 4 th August 2022. End date of Maximum Extension Period 4 th August 2023. Minimum written notice to Agency in respect of extension: 10 days.

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
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Key Individuals:	<p>For the Client: REDACTED</p> <p>For the Agency: REDACTED</p>
[Guarantor(s)]	N/A

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	At Annex C of this document.
Liability	<p>Agency Liability: See clause 18.2 of terms and conditions of contract for Commercial Agreement</p> <p>Client Liability: See clause 18.4 of terms and conditions of contract for Commercial Agreement</p>
Insurance Requirements	The Agency's standard business insurance will apply, as defined in Condition 19 of terms and conditions of contract for Commercial Agreement RM3774.

Client billing address for invoicing:	The address for invoicing is: REDACTED Invoices should be submitted electronically to: REDACTED
	A copy of each invoice should additionally be emailed to: REDACTED

GDPR	No data processing is required under this contract.
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: **REDACTED**

Signature:

Date: 11.08.2021

For and on behalf of the Client:

Name and Title: **REDACTED**

Signature:

Date: 17.08.2021

ANNEX A

Client Brief

1. PURPOSE

- 1.1 The Cabinet Office is seeking an agency partner to provide strategic, creative, PR, partnership, digital and multicultural marketing services to support the delivery of Covid-19 campaigns (UK consumer, economic and international).
- 1.2 The successful agency will be able to design and deliver engaging and impactful campaigns to enhance the effectiveness of government and public health measures to stop the spread of the virus and save lives. This also includes campaigns to address the effects of Covid-19 on the economy.
- 1.3 We are looking for a partner to work in a highly agile and fast-paced environment and with the capability to activate multi-channel campaigns to reach and resonate with those at most risk. Access to full agency services will be required from strategic development to production and supply.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Contracting Authority for this work package is the Cabinet Office. The Cabinet Office supports the Prime Minister and ensures the effective running of government. The Cabinet Office are also the corporate headquarters for government, in partnership with HM Treasury, and take the lead in certain critical policy areas.
- 2.2 Government Communication Service (GCS) is the professional body for the public service communications professionals working in central government, agencies and arms length bodies.
- 2.3 The purpose of the GCS is to deliver world-class public service communications that support government priorities, enable the efficient and effective operation of public services and improve people's lives.
- 2.4 The outcome goal of the GCS is to deliver world class communications that support the Prime Minister's ambitions for the UK. This would include working with and coordinating the work of other Government departments. Work will need to be delivered at high speed and to the highest standard.
- 2.5 The Cabinet Office may be referred to as the Contracting Authority / Authority throughout this document.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The COVID-19 pandemic is the biggest peacetime crisis to hit the United Kingdom and the world.
- 3.2 There is an immediate need to give the public and businesses accurate, relevant information about the measures the government is implementing in response to this virus, the actions the public must take in order to comply with government policy and the support available. In order to protect themselves and others and prevent the mass spread of the virus and to minimise long term economic damage, it is critical that the public and businesses understand and adhere to current government messages. Internationally, there is a need to support the UK Government's actions overseas with multiple organisations and partners.

- 3.3 The Authority requires an agency with experience and expertise in delivering all tasks needed to design, plan and run multiple behavioural and informational marketing campaigns.
- 3.4 The Authority also has a duty to the taxpayer to ensure its activities are delivered efficiently and effectively. This means providing value for taxpayer's money and ensuring activity meets the desired outcomes.
- 3.5 The Agency will be required to deliver all elements of the COVID-19 campaign covered by the commercial agreement and will be required to start immediately after appointment.

4. DEFINITIONS

Expression or Acronym	Definition
GCS	means Government Communication Service.
CO	means Cabinet Office or the Contracting Authority / Authority.
Agency	means the Supplier appointed to undertake the work, as a result of this tendering exercise.

5. SCOPE OF REQUIREMENT

- 5.1 Communicating on behalf of the government and connecting with audiences is increasingly challenging for GCS.
- 5.2 The appointed Agency would be expected to understand the challenges and opportunities the government faces in communicating with a wide audience on a range of, often complex, subjects relating to Covid-19. Additionally, the Agency will be able to demonstrate understanding and experience of working with the Devolved Administrations. Campaigns linked to this brief will be high profile and sensitive in nature. It is important that the Agency is alert to issues that may affect the Authority's communications and is adequately qualified to address these.
- 5.3 The work package is to deliver the communication activity necessary to support Covid-19 campaigns. It includes the delivery of the following:

- REDACTED
- REDACTED
- REDACTED
- REDACTED
- REDACTED
- REDACTED
- REDACTED
- REDACTED

- 5.4 Following the acceptance of the proposal, a kick-off meeting will take place (if needed) as soon as possible. Throughout the delivery of the work, the Agency will provide regular updates to the Authority.
- 5.5 At times, the Agency may need to attend confidential government meetings and engage with other stakeholders, including ministers and senior officials. Projects delivered should also include a post-project evaluation where applicable.

6. THE REQUIREMENT

6.1 The Authority requires the appointed Agency to provide strategic, creative, PR, partnership and multicultural marketing services to support the delivery of Covid-19 campaigns (consumer and economic, as indicated in section 7 of this document). The successful Agency will be able to design and deliver engaging and impactful campaigns to enhance the effectiveness of UK government and public health measures to stop the spread of the virus and save lives. This also includes campaigns to address the effects of Covid-19 on the economy and international activity.

6.2 The Authority is looking for a partner to work in a highly agile and fast-paced environment and with the capability to activate multi-channel campaigns to reach and resonate with those at most risk. Access to full agency services will be required from strategic development to production and supply.

6.3 Campaigns are likely to include the following main elements:

- REDACTED
- REDACTED
- REDACTED
- REDACTED
- REDACTED
- REDACTED

6.4 As part of their proposal to deliver Covid-19 campaigns in a cost-effective manner and also to maintain continuity of pace and messaging, Bidders will need to identify if there are elements of this delivery that they propose to sub-contract. Proposals must include the details of the subcontracting entities, cost transparency and how subcontractors will be managed to ensure that the delivery timetable is met.

6.5 The appointed Agency must offer dedicated staff (at appropriate levels) and points of contact including a nominated board level contact. Staffing levels must be sufficient and of the right calibre to meet the specific requirements set out in this brief. The agency must set out its approach to account management in its response to this brief.

6.6 The appointed Agency will become part of a cross-department team and will be expected to work collaboratively with other suppliers delivering elements of the Covid-19 campaign.

7. KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply. Due to the unpredictable nature of the Covid-19, this may not be an exhaustive list and the Authority reserves the right to add or remove deliverables at its exact discretion. All deliverables are subject to need / development of policy:

Milestone / Deliverable	Description	Timeframe or Delivery Date
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1	Campaigns to REDACTED	August 2021 onwards
2	Campaigns to REDACTED	August 2021 onwards
3	Campaigns connected to REDACTED	August 2021 onwards
4	Campaigns to REDACTED	August 2021 onwards
5	Campaigns to REDACTED	August 2021 onwards
6	Campaigns to REDACTED	2022 onwards
7	Campaigns to REDACTED	August 2021 onwards

8. MANAGEMENT INFORMATION/REPORTING

8.1 The Authority expects the following management information and reporting:

8.1.1 High level reporting on the delivery of milestones at daily stand-ups (exact reporting level to be agreed through the mobilisation period).

8.1.2 Weekly spend and progress report and work package management meeting (exact format to be agreed through the mobilisation period).

8.1.3 Monthly contracts management meetings including detailed progress report against milestones and forecast cost (exact format to be agreed through the mobilisation period).

9. VOLUMES

9.1 As this will be a Call Off Contract, there is no minimum guarantee of work. The Authority may require some or all of the campaigns indicated in Section 7 of this document, but the exact quantity and type of campaigns will be subject to policy directives and the Authority's discretion.

10. CONTINUOUS IMPROVEMENT

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

10.2 The Agency should present new ways of working to the Authority during monthly Contract review meetings.

10.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

11. BREAK OPTION

11.1 Due to the changing nature of this requirement during the Contract period, the Authority retains an option to terminate the Contract at any time during its term on the provision of 5 working days' notice in writing. The Authority warrants that it will pay the Agency's correct and valid invoices for all work correctly undertaken up to the day on which the Authority issues such notice of termination.

12. QUALITY

12.1 The Agency will ensure that there is a technically qualified, dedicated delivery team and ensure that the team is embedded with the Cabinet Office National Resilience Hub team providing consistent quality assured outputs and outcomes. All Agency delivery should be quality assured and signed off before presentation to the Authority.

13. PRICE

13.1 Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

14. STAFF AND CUSTOMER SERVICE

14.1 The Agency shall provide a sufficient level of dedicated resources throughout the duration of the work package in order to consistently deliver a quality service. The proposed resources can only be replaced with the agreement of the Authority for a resource with the same level of experience and technical ability.

14.2 The Agency's resources assigned to the work package shall have the relevant qualifications and experience to deliver the work to the required standard. As part of each Bidder's proposal, a pen portrait will be required for each member of the proposed delivery team.

14.3 The Agency shall ensure that its staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

15. SERVICE LEVELS AND PERFORMANCE

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

KPI/SLA	Service Area	KPI/SLA description	Target	How Measured
1	Delivery timescales	Response to briefs to be submitted to Authority within 2 working days of receipt.	2 working days	Measured by Authority's Delivery Manager
2	Delivery timescales	95% of creative assets to be delivered to specified GCS level of professional quality and purpose within 3 rd iteration by the specified delivery timescale.	95%	Measured by Authority's Delivery Manager
3	Management reporting	Management reporting to 100% accuracy submitted on time and accurate.	100%	Measured by Authority delivery manager and receipt of documents
4	Accounting	All undisputed invoices to be paid by the Authority within 30 working days. Hence the Agency must pay its supply chain, if any, within 30 working days of receipt any correct and valid	100%	Measured by Agency finance team for inclusion in the Management Reporting sent to the Authority.
		invoice(s) from them. (100%).		

15.2 The Authority reserves the right to refine or include further KPIs or SLAs at the outset of each delivery milestone.

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15.3 The Authority will maintain a record of Agency adherence to the agreed service level and performance timelines. Any non-adherence will result in performance review meetings between the Authority and the Agency, to provide an explanation as to why the service level agreement was not met. Improvement plans will also be established at such meetings.

15.4 Where the Agency fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Authority reserves the right to seek early termination of the contract in accordance with the procedures set out in the Terms and Conditions. This proviso operates separately to the Break Option conditions indicated at section 11 of this document.

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

16.1 All campaign activity undertaken by the Agency to deliver this work package must comply with the Data Protection Acts, in particular with regard to the collection and storage of personal data.

16.2 Intellectual Property Rights (IPR) in all materials commissioned from the Agency for the Authority's usage will be vested in the Authority. The IPR conditions within the Call Off terms and conditions for Commercial Agreement RM3774 will apply for the entire contract term.

17. PAYMENT AND INVOICING

17.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. The Supplier will send invoices for payment to the Authority quoting the appropriate purchase order number.

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

18. CONTRACT MANAGEMENT

18.1 Communication will be maintained with the Agency via regular meetings and email correspondence.

18.2 Attendance at any face to face review meetings shall be at the Agency's own expense.

19. LOCATION

19.1 The location of the Services will be carried out at Cabinet Office, 70 Whitehall, London SW1A 2AS, the Agency's offices or at the addresses of Agency's operatives, where they are working from home.

Annex B Agency Proposal

REDACTED

Annex C

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):

1. Contracted services will be provided for up to a maximum of £40,000,000 including all expenses but excluding VAT. This is a Call Off contract and there is no minimum guarantee of work.
2. The Contract will operate subject to the following daily rates, which include all expenses but exclude VAT.

REDACTED

Annex D Commercial Agreement RM3774 Call-Off Terms Copy provided Separately (See document titled Annex D Commercial Agreement RM3774 CallOff Terms)