

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

### Part 1: Letter of Appointment

Dear Sirs

#### Letter of Appointment - Contract Reference CCCO17A42

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM3744) between CCS and the Agency.

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:	To be confirmed
From:	The Department for Communities and Local Government ("Client") with offices at REDACTED
To:	Engine Partners UK LLP ("Agency") REDACTED

Effective Date:	30 <sup>th</sup> October 2017
Expiry Date:	End date of Initial Period-29 <sup>th</sup> October 2020 End date of Maximum Extension Period- 29 <sup>th</sup> October 2021 Minimum written notice to Agency in respect of extension: 1 month

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.  The Parties may enter into such Statements of Works as are agreed between the Parties under Clause 1.2. All call-off work must be agreed between both Parties using the Statement of Work, or another briefing template mutually agreed between both Parties.
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Key Individuals:	<u>For the Client</u> REDACTED <u>For the Agency</u>
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	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:</p> <p>REDACTED</p> <p>The total contract value will not exceed £3,500,000.00. This is a call off contract and therefore there is no guarantee of spend.</p> <p>The Client has final sign off for all creative material and payment will not be made until this is given.</p> <p>Payment will only be made following satisfactory delivery of pre-agreed certified products and milestones.</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs in line with the contract rate card.</p> <p>Day rates are inclusive of all expensive but exclusive of VAT.</p>
Insurance Requirements	No additional insurance requirements above those stipulated in the Framework Terms and Conditions.
Client billing address for invoicing:	REDACTED

Alternative and/or additional provisions:	N/A
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#### **FORMATION OF CALL OFF CONTRACT**

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

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

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

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

Name and Title:

Signature:

Date:

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

Name and Title:

Signature:

Date:

## ANNEX A

### Client Brief

#### 1. DEFINITIONS

Expression or Acronym	Definition
DCLG	Means the Department for Communities and Local Government
HMG	Means Her Majesty's Government
OYH	Means Own Your Home

#### 2. SCOPE OF THE REQUIREMENT

- 2.1 The Client requires the Agency to handle all DCLG (including Arm's length bodies and Non Departmental Public Bodies) marketing and campaign requirements – this will include everything from strategy development and research, creative development based on insight, direct marketing, website management and anything else that is required during campaigns.
- 2.2 The Client works with a printing supplier and the Agency will be required to work closely with that supplier for any production.
- 2.3 This contract will not include any media buying (this is done via Carat) or channel planning, however the Agency will be expected to work closely with the channel planning supplier when developing creative concepts. .

#### 3. THE REQUIREMENT

- 3.1 The Agency must:
  - 3.1.1 Work closely with the Client and its stakeholders, Carat, channel planning suppliers and interest groups.
  - 3.1.2 Develop communication strategies and creative outputs for the Client's campaigns
  - 3.1.3 Develop campaigns for a range of demographics and audiences including, BAME, elderly and young.
  - 3.1.4 Manage the account including budget management, project timings and relationship management.
  - 3.1.5 Continually research and evaluate the effectiveness of campaigns.
- 3.2 The Client requires the Agency to provide detailed project management plans for campaign delivery. Leading up to campaign periods, the Agency must provide at least a weekly update of progress on all strands of the campaign against project plan.
- 3.3 The Client must be invited to attend any photoshoots and recording sessions.

- 3.4 The Agency must attend tracking research and post campaign analysis presentations when findings are reported.
- 3.5 The Agency must research elements of the campaign when required. This includes helping establish baselines, the effectiveness of any creative approach and change in perceptions pre and post campaign.
- 3.6 Any brief will be shared with the Agency as soon as possible. The Agency will be required to present an initial creative strategy with one (1) week of receipt of any brief. Upon agreement of the strategy, the Agency will be required to present their creative approach including budget within the agreed timescales. This will be subject to change based on complexity.

#### **4. KEY MILESTONES**

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

<b>Milestone</b>	<b>Description</b>	<b>Timeframe</b>
<b>1</b>	Kick off Meeting	Within 1 week of any brief from the Client.
<b>2</b>	Complete review and develop strategy for the campaign	To be agreed depending on brief
<b>3</b>	Develop and agree timetable for implementation for creative approach and budget.	To be agreed depending on brief

- 4.2 Where the Client identifies poor performance against the agreed KPIs, the Agency shall be required to attend a performance review meeting. The performance review meeting shall be at an agreed time no later than 10 working days from the date of notification.
- 4.3 Where there is no improvement in performance by the end of the following calendar month, poor performance will be dealt with as per the contract terms and conditions.
- 4.4 The Client will work with the Agency to resolve service failure issues. However, it will remain the Agency's responsibility to resolve any service failures.
- 4.5 The milestone are indicative only and will be agreed between the parties' subject to complexity and urgency of each brief.

#### **5. CLIENT'S RESPONSIBILITIES**

- 5.1 The Client will provide a written brief for each piece of work and a Client point of contact.
- 5.2 Ministerial and Secretary of State Approval may be required and consideration for this should be included in any timetables or project plans

#### **6. REPORTING**

- 6.1 The Agency must attend the Client kick-off meeting shortly after appointment and subsequently contribute updates to all weekly meetings and trackers throughout any campaigns.

## **7. CONTINUOUS IMPROVEMENT**

- 7.1 The Agency will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 7.2 Changes to the way in which the Services are to be delivered and that have any financial impact must be brought to the Client's attention at a quarterly review and agreed prior to any changes being implemented.

## **8. STAFF AND CUSTOMER SERVICE**

- 8.1 The Client requires the Agency to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.
- 8.2 Agency staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.
- 8.3 The Agency shall ensure that staff understand the Client's vision and objectives and will provide excellent customer service throughout the duration of the Contract.

## **9. SERVICE LEVELS AND PERFORMANCE**

- 9.1 The quality of service delivery, Agency performance will be measured according to:

### **9.1.1**

KPI/SLA	Service Area	KPI/SLA Description	Target
1	Account Management	Deliver in line with agreed time schedule and budget for each brief	Ongoing
2	Account Management	Respond with resolutions to any issues or complaints within 5 working days.	Ongoing
3	Account Management	Attendance at quarterly reviews	98%
3	Service Delivery	Adhere to detailed project management plans for each brief	95%
4	Service Delivery	High quality campaign strategies within one week of receipt of brief.	95%
5	Service Delivery	Presentation of the creative approach and budget within the agreement upon timescales after agreement of the campaign strategy.	95%
6	Service Delivery	Contribute updates to all weekly meetings and trackers throughout any campaigns.	95%
7	Service Delivery	Effective working with stakeholders	Ongoing

9.2 Poor performance against the SLA's will be actioned in line with the terms and conditions.

**10. SECURITY REQUIREMENTS**

10.1 The Agency must keep campaign materials confidential until agreed embargoed supply or launch dates.

10.2 Photographic ID will be required for meetings at Client premises.

**11. INTELLECTUAL PROPERTY RIGHTS (IPR)**

11.1 The Client will retain IPR of any materials produced throughout the contract.

11.2 Any IPR assets that are transferred from the previous Agency will be retained by the Client.

## **ANNEX B**

### Agency Proposal

Services will be delivered in line with the tender response of 22<sup>nd</sup> September 2017 and presentation of 20<sup>th</sup> October 2017, an extract of which is below:

REDACTED



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

### **Annex C-Terms and Conditions**