



Crown  
Commercial  
Service



Government  
Communication  
Service

Call-Off Contract

Letter of Appointment

Call-Off Schedules

Joint Schedules

January 2025

Campaign Solutions 2

Reference Number RM6125

**Please read the RM6125 overview of terms and conditions (read first) document first**

**Contents page**

Introduction to Terms and Conditions .....	2
Letter of Appointment Template and Call-Off Schedules (Framework Schedule 6) .....	4
Call-Off Schedule 1 (Transparency Reports) .....	14
Call-Off Schedule 3 (Continuous Improvement) .....	76
Call-Off Schedule 4 (Proposal) .....	78
Call-Off Schedule 5 (Pricing Details) .....	79
Call-Off Schedule 6 (ICT Services) .....	80
Call-Off Schedule 7 (Key Agency Staff) .....	92

Call-Off Schedule 8 (Business Continuity and Disaster Recovery) .....	93
Call-Off Schedule 10 (Exit Management) .....	120
Call-Off Schedule 13 (Implementation Plan and Testing) .....	129
Call-Off Schedule 14 (Service Levels) .....	145
Call-Off Schedule 15 (Call-Off Contract Management) .....	150
Call-Off Schedule 16 (Benchmarking) .....	153
Call-Off Schedule 18 (Background Checks) .....	157
Call-Off Schedule 20 (Call-Off Specification) .....	160
Joint Schedule 1 (Definitions) .....	161
Joint Schedule 2 (Variation Form).....	185
Joint Schedule 3 (Insurance Requirements).....	188
Joint Schedule 4 (Commercially Sensitive Information) .....	191
Joint Schedule 5 (Corporate Social Responsibility) .....	191
Joint Schedule 6 (Key Subcontractors) .....	194
Joint Schedule 7 (Financial Difficulties) .....	197
Joint Schedule 10 (Ratification Plan).....	219
Joint Schedule 11 (Processing Data).....	220
Joint Schedule 12 (Supply Chain Visibility).....	237

## Campaign Solutions 2

### Introduction to Terms and Conditions

The Terms and Condition of the Campaign Solutions 2 framework agreement are provided in two legally binding contracts:

- Framework Contract - this will be the overarching contract between CCS and the individual agencies successfully awarded a place on the Campaign Solutions 2 Framework Agreement.
- Call-Off Contract - this provides the terms and conditions of the contract for clients appointing an agency through the framework agreement.

### Core Terms

These are the main legal terms which apply to both the Framework Contract and the Call-Off contract. The Core Terms govern the agency's relationship with CCS at framework level and with each client at call-off level.

The Core Terms are supplemented with a number of Schedules, comprising:

- Framework schedules
- Joint schedules (for framework and call-off)

- Call-off schedules

### The Framework Contract

This comprises:

- The Specification which sets out the range of campaign services to be provided through the Framework Agreement (Framework Schedule 1)
- The process clients must follow to appoint an agency (Framework Schedule 7 - Call-Off Award Procedure)
- The tender and rates submitted by the Agency in this tender process
- The Core Terms and Joint Schedules of the contract which apply to both the Framework and the Call-Off Contract as above
- Specific Framework Schedules relating to the framework contract between CCS and the Agency

### The Call-Off Contract

Please note the Call-Off Contract should be read in conjunction with the Framework Contract. It is governed by the Core Terms as above and comprises:

- Joint Schedules as in the Framework Contract
- The Letter of Appointment template which is used to form the contract between the Client and the Agency and incorporates Joint and Call-Off Schedules plus any special terms (Framework Schedule 6)
- Specific Call-Off Schedules relating to the contract between the Client and the Agency

### The process

To appoint an agency through the framework, clients will follow the process outlined in the Schedule 7 of the Framework Contract.

The Client will then use the Letter of Appointment template and incorporate the Joint and Call-Off Schedules in Framework Schedule 6 to form the Call-Off contract with the Agency.

Clients will complete the Call-Off schedules to suit their individual brief and can omit Call-Off Schedules which are not relevant to the contract. The optional schedules are highlighted in yellow and can be amended by the client to suit the requirement.

There are optional Call-Off terms which will only apply to certain clients (MOD and HMRC) and clients subject to Scottish or Northern Ireland laws. These are available as separate documents and do not need to form part of the Call-Off Contract unless required, if they form part of the Call Off Contract they will be legally binding.

The contracts follow the Public Sector Contract which presents the terms and schedules in a modular format. We have brought elements together into single documents but have retained the numbering of the individual terms and schedules for wider consistency. This means the clause numbering is not consecutive.

## 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 Framework Contract RM6125 between CCS and the Agency, dated 07/09/2021, in relation to Lot 3.

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

Bespoke briefing templates for Lots 3 and 4 are available upon request from these agencies.


#### CALL-OFF LOT(S):

<b>Order Number:</b>	C26280/9555
<b>From:</b>	UK Home Office 2 Marsham Street London, SW1P 4DF
<b>To:</b>	TAG Europe Limited 1-5 Poland Street Soho, London W1F8PR

<b>Call-Off Start Date:</b>	20/1/2025
<b>Call-Off Expiry Date:</b>	19/01/2026
<b>Call-Off Initial Period:</b>	12 months

<b>Call-Off Optional Extension Period:</b>	Two periods of twelve months each
--	-----------------------------------

<b>Deliverables required:</b>	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 Annex A of this Letter. Subsequent calls for Deliverables shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment.

<b>Key Staff:</b>	<p><b>For the Client:</b>  </p> <p><b>For the Agency:</b>            (Group Account Director)            (Strategic Growth Manager)</p>
-------------------	---

<b>Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):</b>	<p>All Charges must be agreed in writing and shall not exceed the maximum rates within the Supplier Rate Card.</p> <p>The contract will be 1+1+1 years in duration; communications budgets and priority campaigns will be determined each year.</p> <p>The maximum contract value for this requirement is £3,000,000 (ex VAT). This is not a guaranteed spend and is totally dependent on Service use through the life of the contract. The Authority cannot make any guarantees for maximum or minimum spend under this Contract. All spend will be agreed on a Campaign-by-Campaign basis and all costs will be agreed following the Supplier's Rate Card.</p>
<b>Liability</b>	<p><b>See Clause 11 of the Core Terms</b></p> <p><b>Estimated Year 1 Charges: As this is a Call-Off Agreement, estimated Year 1 charges cannot be forecasted nor guaranteed.</b></p>
<b>Additional Insurance Requirements</b>	<p>N/A</p>
<b>Client billing address for invoicing:</b>	<p>All invoices must be sent electronically to  HOSupplierinvoices@homeoffice.gov.uk</p> <p><b>All invoices must quote a valid Purchase Order.</b></p>

PROGRESS REPORT FREQUENCY

**monthly:** On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Informal check-ins every 6 weeks and 1 formal review session every quarter

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Agency's Commercially Sensitive Information

**Pricing and rates:** The disclosure of this information would prejudice the commercial interests of the organisation.

Duration of confidentiality: The duration of the agreement and three years thereafter.

**Any third party suppliers:** the disclosure of this information would prejudice the commercial interests of the organisation.

Duration of confidentiality: The duration of the agreement and five years thereafter.

**Employee details:** We believe public disclosure of any personally identifiable data would be disproportionate to any commercial purpose under the contract and would potentially contravene Data Protection restrictions.

Duration of confidentiality: Perpetual

**Client references including client names and case studies (not in the public domain) contract values and contact details:** Due to client confidentiality agreements, we are unable to disclose references to client information to the wider public.

Duration of confidentiality: The duration of the agreement and five years thereafter.

**Information describing security controls, technology and network:** The disclosure of this information would prejudice the commercial interests of the organisation and represents an increased risk of security attacks.

Duration of confidentiality: The duration of the agreement and five years thereafter.



## 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)

## SERVICE CREDIT CAP

XXXXXX

## 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 7 (Financial Difficulties)*
  - *Joint Schedule 10 (Rectification Plan)*
  - *Joint Schedule 11 (Processing Data)* ○ *Joint Schedule 12 (Supply Chain Visibility)*
- *Call-Off Schedules for RM6125*
  - *Call-Off Schedule 1 (Transparency Reports)* ○ *Call-Off Schedule 3 (Continuous Improvement)*
  - *Call-off Schedule 5 (Pricing Details)* ○ *Call-Off Schedule 7 (Key Supplier Staff)*
  - *Call-Off Schedule 8 (Business Continuity and Disaster Recovery)* ○ *Call-Off Schedule 9 (Security)* ○ *Call-Off Schedule 10 (Exit Management)*
  - *Call-Off Schedule 13 (Implementation Plan and Testing)* ○ *Call-Off Schedule 14 (Service Levels)*
  - *Call-Off Schedule 15 (Call-Off Contract Management)* ○ *Call- Off Schedule 16 (Benchmarking)* ○ *Call-Off Schedule 18 (background Checks)*
  - *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:		1.1 For and on behalf of the Client:	
Signature:	XXXXXX	Signature:	XXXXXX
Name:	XXXXXX	Name:	XXXXXX
Role:	CEO, EMEA	Role:	Commercial Lead
Date:	22/01/2025	Date:	22 January 2025

ANNEX A Agency

Proposal

XXXXXX