

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

Part 1: Letter of Appointment

LOT 7 Digital Marketing and Social Media

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 16th January 2017.

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:	TBC
From:	Crown Commercial Service ("Client") Capital Building, Old Hall Street, Liverpool, L3 9PP
To:	Story UK LTD ("Agent") 142 Commercial Street Edinburgh Lothian EH6 6LB

Effective Date:	30 th April 2018
Expiry Date:	End date of Initial Period 29 th April 2020 End date of Maximum Extension Period 29 th April 2021 Minimum written notice to Agency in respect of extension: (1) one month

Relevant Lot:	Lot 7 Digital Marketing and Social Media
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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 Annex B1 Insights and Learnings from 16/17 and 17/18 campaigns Annex B2 Wider Public Sector Overall Audience Insight
Statement of Work	The Parties may enter into such Statements of Work as are agreed between the Parties under Clause 1.2

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

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	<p>The Contract value shall not exceed £750,000.00 including any extension options.</p> <p>This value is only stated as a maximum and is not a commitment of expenditure by the Client.</p> <p>The Client reserves the right not to spend this or any amount and there is no guarantee of receiving any work through this Contract.</p> <p>Rates below will remain firm for the duration of the contract and any extension option. Day rates are for an eight (8) hour day excluding breaks and in inclusive of expenses and exclusive of VAT.</p>
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Role	Category of seniority	Framework Rate/ Standard Rate	Offered Rate
REDACTED			

For and on behalf of the Agency:

For and on behalf of the Client:

Name and Title:

Name and Title:

Signature:

Signature:

Date:

Date:

ANNEX A

Client Brief

- 1.1 The Client requires the Agency to develop and deliver a diverse range of digital marketing solutions, as part of a series of fully integrated marketing campaigns, to help the Client achieve the following objectives:
- 1.2 Business objective: meet annual spend growth targets
 - 1.2.1 In 18/19 the Client has a target of £15.2 billion of spend through its commercial solutions. £7 billion of this spend is expected to come from wider public sector (WPS) customers. Across central government (CG) and WPS this represents a combined growth target of 17% (£2.2 billion) on current forecasts for 2017/18.
 - 1.2.2 The Client also has plans to increase spend to £26 billion over the next four to five years.
- 1.3 Marketing objectives (in order of priority)
 - 1.3.1 Customer acquisition and lead generation - add new WPS customer contacts to the database and capture specific leads from current and potential customers - both online (website) and offline (events, calls and visits) - for the Client's account management teams and individual product and service areas to convert to additional spend. This includes activity to increase registrations and drive spend through the Client's digital portals, most notably the Purchasing Platform, which will see a significant increase in the number of catalogues available in 18/19.
 - 1.3.2 Cross-selling and re-targeting - there is a huge growth opportunity by getting existing customers using more of the Client's frameworks, and for customers who have engaged with the Client in the past (details held on the Client's Salesforce database), to start reusing the frameworks.
 - 1.3.3 Awareness raising - reaching key audiences across the WPS to increase awareness of the Client's messages and drive traffic to, and engagement with, both a new corporate website (go live July 2018) and the Client's digital portals, such as the Purchasing Platform, in support of the objectives
- 1.4 The Client will use the following KPIs in 18/19 to measure the success of its integrated marketing campaign activity, and digital marketing is expected to contribute significantly to the achievement of these KPIs:
 - 1.4.1 Reach and engage with buyers and influencers through the Client's integrated campaign activities (including events). It is expected that the Client will be looking to achieve 50,000 unique site visits and engage with 5,200 buyers and suppliers through its events programme. Digital marketing will be integral to achieving the site visits KPI.

- 1.4.2 Generate 1,500 new WPS customer leads for converting into additional spend (target will be split across all channels including events programme, owned and earned digital/offline channels and paid for email and media activity). Leads will include:
 - 1.4.3 Self-guided completion of registration and data capture forms on the Client's website
 - 1.4.4 Assisted data capture at CCS events and trade shows
 - 1.4.5 Attendance at buyer webinars in response to marketing activity
 - 1.4.6 Calls into the CCS contact centre in response to marketing activity.
 - 1.4.7 Increase the number of individuals registered on the Client's Purchasing Platform by 2,000, increase spend on individual catalogues to achieve annual sales target, achieve launch targets in terms of sales and users for new catalogues and services (targets to be confirmed).
 - 1.4.8 Increase the number of WPS customers using the Client's services in 18/19 by 5%.
- 1.5 KPIs for subsequent years of the Contract duration may vary based on the Client's business objectives and targets, and the evaluation of 18/19 marketing campaigns.
- 1.6 The Client requires digital marketing solutions that build on the learnings of activity in 16/17 and 17/18 (see Annex B1) to drive greater engagement with target customers (both existing and new), in order to increase spend across relevant product and service offers in order to meet the objectives.
- 1.7 Delivery of the digital activities is expected to begin in April 2018.
- 1.8 A budget of up to £250,000 per year will be available to the Agency to deliver digital solutions, as required by the Client. However, as this will be a "call-off" Contract, budget will be allocated to individual projects and spend is not guaranteed.
- 1.9 The Client has allocated separate budgets for channel planning (up to £100,000 per annum), and media buying (in the region of £250,000 to £500,000 per annum) through the Government's media buying agency (currently Carat), in support of the delivery of the Agency's digital activities. Additional budgets will fund the Client's access to third party data lists to support CRM activity, as well as its external events programme.

2. DEFINITIONS

Expression or Acronym	Definition
CG	Means Central Government Departments and their Executive Agencies and Arm's Length Bodies e.g. Department for Work and Pensions, the Home Office
WPS	Means the Wider Public and Third Sector e.g. Schools, Universities, Colleges, Local Authorities, NHS Trusts, Charities and Housing Associations
Blue Light	Means Police and Emergency Services

3. SCOPE OF REQUIREMENT

- 3.1 The Client requires a call-off Contract for the delivery of services over a fixed period of two (2) years, with the option to extend for a further one (1) year.
- 3.2 The Agency will work on digital marketing projects, as required, to support the delivery of the Client's integrated marketing campaigns.
- 3.3 Payment will be per project and work is not guaranteed.
- 3.4 Digital content creation will be based upon evolving existing creative concepts and messages (see Annex B2). The Agency will be required to use their expertise to further develop the creatives and messaging to ensure the Client's target audience engages with the content and it delivers the specific results required, to contribute to the achievement of the Client's objectives.
- 3.5 The Agency will be required to lead on the evaluation of the digital marketing activities, following the Government Communication Service evaluation framework.
- 3.6 The Agency will work closely with the Client's in-house marketing team, which consists of 2 senior marketing officers and 2 marketing officers, as well as the Client's channel planning and media buying agencies.
- 3.7 The Client requires digital marketing solutions for delivery through owned, earned and paid-for channels. Channel strategies will be developed by a channel planning supplier appointed under Lot 3 of RM3796, and will be shared with the Agency.
- 3.8 The Client's owned and earned channels include:
- 3.8.1 Customer and corporate websites with dedicated campaign landing pages, and blogs, news and event pages (www.ccsheretohelp.uk up to end of June 2018 when this will be replaced by a new corporate website www.crowncommercial.gov.uk).

- 3.8.2 CCS Purchasing Platform - a new digital platform providing public and third sector buyers access to a range of products and services easily, compliantly and at great value prices. The site contains a number of content pages containing information, videos and case studies (<https://purchasingplatform.crowncommercial.gov.uk/mp-welcome>). A new version of the Purchasing Platform is due to be launched in September 2018 which will include more content and additional functionality.
 - 3.8.3 Electronic newsletters - monthly sector specific versions covering central government, health, education (schools & academies and universities & colleges), local government, charities, housing associations, and devolved administrations in Scotland, Wales and NI.
 - 3.8.4 Direct emails to existing Client contacts and Purchasing Platform users using MailChimp (approx. 28,000 CCS contacts and 4,237 registered Purchasing Platform users as of 1 February 2018 - average of 88 new users added weekly).
 - 3.8.5 Direct emails to potential new customers using bought-in data (approx. 70,000 additional contacts across 24,000 WPS organisations).
 - 3.8.6 Social media (Twitter, LinkedIn and YouTube accounts).
 - 3.8.7 Internal media officer who will deliver any trade press / media activity.
 - 3.8.8 External events programme (including exhibition space and speaking slots).
- 3.9 Target audience
- 3.9.1 The total size of the market for common goods and services across WPS is approx. £70-80 billion (of which the Client currently has about £6.4 billion of spend channelled through its frameworks).
 - 3.9.2 The total number of organisations the Client is seeking to target is relatively small. For some activity this could be as few as 100 large local authorities and NHS trusts, while for others this increases to 10,000s (for example, catalogues on the Purchasing Platform or the Client's new utilities switching service). See Annex B2 for more detailed audience insight.
 - 3.9.3 Digital activity will need to engage key decision makers and buyers from across the WPS. This ranges from blue light, local councils and NHS trusts to housing associations, charities, universities and colleges, and schools and academies (including multi-academy trusts).
 - 3.9.4 The primary audience will typically include procurement leads (e.g. Commercial Directors and Heads of Procurement) and Finance Directors in larger organisations, and Business / Office Managers in smaller

organisations, such as schools and charities, (plus Head Teachers in schools). More specialist job functions (e.g. HR Directors, Chief Technology Officers and Estates / Facilities Managers) may also be targeted for specific messages / activities related to key products and services.

3.9.5 The Client also recognises the key role played by influencers across a range of these sectors including Chief Executive Officers, Local Councillors, School Governors, Board Members/Trustees and recognised industry bodies and consortia e.g. Local Government Association, NHS Regional Boards and the Charities Commission.

3.9.6 Key to reaching these audiences is a thorough understanding of their maturity in terms of procurement and commercial expertise, as well as their existing knowledge of, and use of, the Client's products and services. For example, the messaging and strategy required to engage with school Business Managers is likely to be very different from what is required to engage with experienced Heads of Procurement within large local authorities or NHS trusts.

3.10 Core Client messages

3.10.1 Each digital marketing project will have its own specific messages that will be conveyed to the Agency as part of each project brief. These will be aligned to specific marketing campaigns and will focus on helping the Client meet its KPIs.

3.10.2 There are also a number of core 'overarching' messages that the Client needs to convey about the Client as a whole. Specifically, the Client wants to show both current and potential new WPS customers that the Client is here to help by:

3.10.2.1 Saving customers money (and time) when buying the everyday (common) goods and services they need to run their organisation, so that they can focus on what matters most to their organisation - for example, local issues or frontline services.

3.10.2.2 Making it easier for customers to do business with the Client. For example, telling customers about its easy to use digital platforms (including the Purchasing Platform), upcoming aggregation opportunities and educational webinars.

3.10.2.3 Providing a wide range of commercial deals that have been developed to meet customer needs and offer great savings and commercial benefits.

3.11 Specific product and services to promote

The exact product and service areas will be confirmed to the Agency as specific briefs are developed for the Agency to work on. These may include some or all of:

- 3.11.1 Technology
 - 3.11.1.1 Tech Products and Services
 - 3.11.1.2 Cloud & Digital
 - 3.11.1.3 Network Services
- 3.11.2 Buildings
 - 3.11.2.1 Utilities and fuel
 - 3.11.2.2 Construction
 - 3.11.2.3 Facilities management/workplace solutions
- 3.11.3 People
 - 3.11.3.1 Employee and people services
 - 3.11.3.2 Recruitment
 - 3.11.3.3 Consultancy
- 3.11.4 Corporate solutions
 - 3.11.4.1 Financial services
 - 3.11.4.2 Business travel
 - 3.11.4.3 Contact centres

4. THE REQUIREMENT

- 4.1 As the Client is looking for the Agency to provide digital marketing support and solutions on a “call-off” basis, the Client will provide the Agency with a project brief for each requirement.
- 4.2 Upon receipt of each brief the Agency will be required to:
 - 4.2.1 Provide expert recommendations on how best to achieve the Client’s objectives for each brief
 - 4.2.2 Develop innovative and creative solutions to achieve the objectives
 - 4.2.3 Detail how they will evaluate the success of the activity
 - 4.2.4 Provide evaluation reports in the format and timeframes agreed for each brief
 - 4.2.5 Develop and deliver each project on time and on budget

4.3 During the lifetime of the Contract the Client may require the Agency to develop and deliver a range of potential digital outputs/activities, including (but not limited to):

- 4.3.1.1 Production of short videos, including shooting and editing live action
- 4.3.1.2 Production of digital 'how to' guides that convey complex information to our target audience(s) in an engaging, more mobile, and more digestible format
- 4.3.1.3 Creation of digital case studies
- 4.3.1.4 Creation of digital advertising banners
- 4.3.1.5 Creation of motion graphics
- 4.3.1.6 Creation of social media assets
- 4.3.1.7 Creation of infographics
- 4.3.1.8 Creation of html emails
- 4.3.1.9 Creation of website content, pages and forms
- 4.3.1.10 Search Engine Optimization/search marketing
- 4.3.1.11 In-depth analysis of existing digital assets, providing evaluation reports and recommendations to improve user journeys and engagement, drawing upon a wide range of evaluation tools and metrics (for example, heat map analysis)

5. KEY MILESTONES

5.1 The Agency should note the following milestones that will apply to each call-off:

Milestone	Description	Timeframe
1	First Client and Agency Meeting	Within three days of receiving a project brief
2	Detailed timetable for project delivery	To be agreed in writing between the Client and the Agency depending on the scope of the brief
3	Detailed costing to be provided	Within one week of receiving project brief

6. CLIENT'S RESPONSIBILITIES

6.1 The Client will provide the Agency with a written brief and point of contact for each piece of work required.

- 6.2 The Client will provide the Agency with a budget for each individual project.
- 6.3 The Client will provide the Agency with the appropriate knowledge and insight required to deliver each project brief.

7. REPORTING

- 7.1 Weekly progress reports against budget and agreed milestones in the delivery of each project will be required in written format by email or an alternative agreed format. These should be accompanied by regular informal discussions over the telephone on a minimum of weekly intervals.
- 7.2 A face to face meeting following Contract award to discuss and agree next steps / actions required will also be required. This will be held either in the Client's or Agency's offices or through use of video calling. No claim for travel expenses for attendance at meetings shall be paid by the Client.
- 7.3 Use of a digital workflow management system would also be desirable.

8. VOLUMES

- 8.1 The Client does not impose any restriction or target in respect of volumes upon the Agency. However, neither the volume of work or contractual spend can be guaranteed.

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 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. QUALITY

- 10.1 The overall success of the digital marketing activities in terms of conversion of leads to spend may not be known until some point in the future. However, the Agency will be required to demonstrate within their proposals how they intend to evidence the success of their strategies.

11. PRICE

- 11.1 The maximum total budget available to the Agency is £250,000.00 per annum. This must cover all proposed digital marketing activity. Separate budgets will fund channel planning, media buying, list purchase/rental and the Client's external events programme.

12. STAFF AND CUSTOMER SERVICE

- 12.1 The Client requires the Agency to provide a sufficient level of resource throughout the duration of the Digital Marketing Agency Contract in order to consistently deliver a quality service to all Parties.
- 12.2 The Agency's staff assigned to the Digital Marketing Agency Contract shall have the relevant qualifications and experience to deliver the Contract.

12.3 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.

13. SERVICE LEVELS AND PERFORMANCE

13.1 The Client will measure the quality of the Agency’s delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Service Delivery	Deliver each brief in line with agreed time schedule and budget.	98%
2	Account Management	Respond with resolutions to any issues of complaints within 5 working days	100%
3	Service Delivery	High quality project plans within timescales agreed upon receipt of brief. Quality to be specified per issued brief.	98%
4	Service Delivery	Provide evaluation metrics and reports on time as per the agreed project plan	98%
5	Service Delivery	Effective working with stakeholders	Ongoing

13.2 Each brief will have a set of KPI’s to be agreed with the Agency at the point of issue. The Agency’s performance in terms of Customer acquisition, lead generation and web traffic will be measured on a brief by brief basis

13.3 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 at the Client’s premises.

13.4 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 Action 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.

13.5 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 service failure issues.

13.6 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 Framework RM3796 - Terms and Conditions.

14. SECURITY REQUIREMENTS

- 14.1 During the life of the Contract, the Client may share confidential, commercially sensitive or personal information with the Agency for the sole purpose of delivering the Contract. The Agency shall ensure that there are robust systems, procedures and checks in place to ensure the safety and security of any such information.

15. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 15.1 The Agency shall assign full title guarantee to all Intellectual Property Rights for the products of the Service to the Client. All data collected, assets and reports produced, materials used and any other documentation associated with the delivery of the Contract shall remain the property of the Client. Furthermore the Agency shall make available, at the request of the Client, all such material to any other organisation on written instruction to do so from the Client's Contract Manager.

16. PAYMENT

- 16.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 16.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 16.3 Payment will be made against a Purchase Order and the order number should be quoted on all invoices.
- 16.4 All invoices should be submitted to **REDACTED**.

17. LOCATION

- 17.1 The location of the Services will be carried out primarily at the office(s) of the Agency. Occasional travel to the Client's offices in Liverpool or London may be required. In addition, team members may be required to travel to other locations within the UK in order to fulfil the requirements of the brief. No associated claim for T&S shall be paid by the Client.

ANNEX B

Agency Proposal Dated 4th April 2018

REDACTED

ANNEX C

Statement of Works

To be used as and when necessary

Part 2: Call-Off Terms As per Framework RM3796 Communication Services