1. FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CALL-OFF TERMS 
   1. **Letter of Appointment**

Dear Sirs Date: 30th June 2019

**Letter of Appointment**

**Media Planning and Strategy Services**

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.

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| Order Number: | ECM 6732 |
| From: | **Public Health England** ("Client") |
| To: | **Wavemaker Limited**, a company incorporated and registered in England and Wales with company number 04078547 whose registered office is at: Sea Containers, 18 Upper Ground, London, SE1 9ET ("Agent") |

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| Effective Date: | 1st July 2019 |
| Expiry Date: | End date of Initial Period: 30th June 2020  End date of Maximum Extension Period: 30th June 2023  Minimum written notice to Agency in respect of extension: three months |

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| Relevant Lot: | Lot 3 |
| 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 as amended by the Agency’s Resource Plan dated 26/07/201 attached in Annex B. |
| Statement of Work | The Parties may enter into such Statements of Work as are agreed between the Parties under Clause 1.2 |

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| Key Individuals: | **Redacted** |
| [Guarantor(s)] | N/A |

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| Call Off Contract Charges (including any applicable discount(s), but excluding VAT): | In accordance with Supplier’s proposal submitted on 11th March 2019 and attached in ANNEX B, charges will be calculated in line with the below rate card:   |  |  |  |  | | --- | --- | --- | --- | | **Role** | **Framework Daily Rate** | **Discount** | **PHE Daily Rate** | | General Manager |  |  |  | | Managing Partner |  |  |  | | Strategy Partner |  |  |  | | Client Lead |  |  |  | | Account Director | **Redacted** |  |  | | Account Manager |  |  |  | | Account Executive |  |  |  | | Strategy Lead |  |  |  | | Strategy Director |  |  |  |   Charges for any additional services agreed in writing by both parties shall be confirmed by the issuance of a Client’s purchase order.  The cost for the Aug19-Jul20 will be £ Redacted (exc VAT)  Prices shall remain fixed and firm for the duration of the Initial Periods. |
| Insurance Requirements | Additional public liability insurance to cover all risks in the performance of the Call-Off Contract, with a minimum limit of £1 million for each individual claim  Additional employers' liability insurance with a minimum limit of £1 million indemnity  Additional professional indemnity insurance adequate to cover all risks in the performance of the Call-Off Contract with a minimum limit of indemnity of £1 million for each individual claim.  Product liability insurance cover all risks in the provision of Deliverables under the Call-Off Contract, with a minimum limit of £1 million for each individual claim |
| Client billing address for invoicing: | [Payables@phe.gov.uk](mailto:Payables@phe.gov.uk) |

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| GDPR | Shall be in reference to the Call-Off Schedule 8 (Authorised Processing Template) |
| Alternative and/or additional provisions: | The Agency will deliver value-added services as described in Annex B part 2 |

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

Name and Title: Name and Title:

Redacted Redacted

Signature: Signature:

Date: Date:

Annex A

**Client’s Brief**

**The Client’s brief for the Media Planning and Strategy Services shall be in accordance with the attachment below:**

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The specific scope may change to accommodate changes in health priorities.

**ANNEX B**

**Part 1**

**Agency Proposal**

The Supplier’s approach to the Media Planning and Strategy Services shall be in accordance with the proposals delivered throughout the RFP process

**Deliverables**

In respect of the annual retainer the Supplier will provide the below services

Strategy and Planning -

Review of your strategic framework to develop a media communication strategy and detailed media plan, based on:

* Consumer analysis and segmentation;
* customer profiles;
* market intelligence;
* budget;
* your objectives; and
* liaison as necessary with other agencies to ensure maximum communications integration.

Overall / General Services. Related to the in-scope Services outlined above, we will:

* Provide general account management through:
  + phone calls, status reports, contact reports and meetings as required;
  + involvement in performance reviews as reasonably agreed in accordance with the Agreement;
  + distribution of reports detailing action points and allocations of responsibility following key meetings and conversations;
* Work in collaboration with all appointed Media buying, creative and PR agencies;
* Provide competitive market analysis as reasonably requested by the Client; and
* Provide administration and financial reporting in accordance with this Agreement.

**COMMERCIAL PROPOSITION REDACTED**

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**Roles and Responsibilities**

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| **Name** | **Discipline** | **Role Title** | **Responsibilities** |
| **LEADERSHIP** |  |  |  |
| **All names redacted** | Management | Sponsor | Ensure we are delivering the best of Wavemaker |
| Point of contact for Wavemaker UK SLT |
| Point of escalation for any issues around process, workflow, team, deliverables PHE may want to raise |
| Senior liaison with CCS, GCS, OmniGov and other Partner agencies |
| Redacted |
|  | Management | Sponsor | Responsible for providing disruption and challenge to all strategic thinking |
| Point of escalation for any strategic issues PHE may want to raise |
| Redacted |
|  | Management | Managing Partner | Overall responsibility for your ongoing business at Wavemaker |
| Consultant to SMT and the Head of Marketing for each Life Course |
| Responsible for the delivery of the contract |
|  | Strategy | Strategy Partner | Responsibility for all behaviour change thinking across media, content and tech and quality control on all strategic recommendations |
| Support PHE as they make the case to SoS for budget approval and approach on our various programmes |
| Responsible for development of the publisher model and directing the approach to the messy middle |
| Work with Data Strategy to identify insights from data and shape PHE approach to Content |
| Support PHE planning function to ensure campaigns are effective |
| Provide thought leadership and input into papers required to help PHE face into future challenges |
| Ensure we develop award worthy world class campaigns |
| **CLIENT SERVICE STRATEGY & INSIGHT** |  |  |  |
|  | All | Client Lead | Ensure accountable delivery of all workflow to all guarantees |
| Manage flow of information within WM and other partner agencies |
| Leads the management and deliverables of the SLAs and the QBRs |
| Point of contact for trouble-shooting |
| Guardian of our relationship with your other agencies, including OmniGov |
| Deliver the Programme of Curiosity |
|  | All | Account Director | Key day-to-day contact with senior campaign team members |
| Regularly meet with relevant media partners and ensure developments/betas/changes are communicated throughout team |
| Ensures that the planning process runs smoothly with all parties communicating efficiently |
| Thinks ahead to upcoming projects to ensure the team are ready and well resourced |
|  | All | Account Executive | Support in the day-to-day running of the account |
| Author and collation of the weekly BB update |
| Provide support to all PHE and WM teams sourcing data and insights through desk research |
| Regularly meet with relevant media partners and ensure developments/betas/changes are communicated throughout team |
| Maintain a curious eye across industry and technology developments, and share relevant updates with PHE |
| Keep PHE informed of Who, What, Wow speakers and other WM events |
|  | Starting Well / Living Well / Ageing Well | Strategy Lead | Recommend end-to-end comms strategy to encourage behaviour change for PHE audiences |
| Look deeply into the behaviour change journey to find insights for our campaigns |
| Work closely with other agencies to create integrated decks |
| Recommend budget split by channel |
| Identify when deep qual, social listening and other research will help fuel our insights |
| Help craft campaign briefs with campaign teams |
| Help to identify discrete segments where publisher model would be most effective |
| Author, and present to SMT, the quarterly tech updates |
| Author, and presents to the campaign teams, a series of Lunch and Learns |
|  | Starting Well / Living Well / Ageing Well | Strategy Director | Use proprietary and industry tools to dig deep into data to find actionable insights |
| As lead agency coordination of strategic responses amongst agency group |
| Write channel planning and strategy for campaigns |
| Day-to-day contact for PHE Planning and Campaign teams |
| Write the buying brief for OmniGOV |
| Reviewing OmniGOV's plans |
| Co-craft the PCA with OmniGOV |
| Strategic evaluation of past campaigns |
|  | All | Data Planning Strategist | Ensures we have access to the right data from within PHE/NHS/OmniGOV and determine other data sources if relevant |
| Work with Strategy Partner to develop how we activate activity in the Messy Middle |
| Identify insights from data to shape approach to Content |
| Manages roadmap for acquiring and integrating data for planning |
| Ensures data integrity and compliance throughout the planning process |
|  | All | Audience Planner | Building audience segments using data to identify at risk groups and map these to buying audiences (working with omniGOV activation teams) |
| Building target audiences for specific precision campaigns - eg using third-party/platform data for Messy Middle 'prospecting', lookalike models for the lower funnel, first-party data to retarget and move from unknown to known - and delivering these into the omniGOV buying platforms |
| Help deliver the publisher model by ensuring we have a joined-up view of the content to which individuals and audiences have been exposed over time, and the impact of this on measurable behaviours. |
| Working with the evaluation team (WM IQ) to set up test and control audiences for uplift experiments etc |
|  | All | Regional Media Lead | Unearth regional insights to fuel our campaigns |
| Facilitate regional diagnose sessions to source genuine local audience insights |
| **SPECIALISTS** | **Discipline** | **Role Title** | **Responsibilities** |
|  | All | Head of Precision and Platforms | Oversight of the precision planning maturity framework across PHE comms, focused on the 'Messy Middle' and lower funnel. |
| Advice on strategic relationships with technology platforms and data owners. |
| Bridge between data strategy and evaluation workstreams. |
|  | All | Head of Innovation | Drives innovative thinking on how marketing can affect behaviour change |
| Will help PHE operationalise themselves so to take advantage of our identified Strategic Innovations |
| Being close to partners so PHE can take advantage of their resources and betas |
| Being close to upcoming PHE projects so that Wavemaker can identify partnership opportunities |
| L&D programme to ensure that PHE are able to face into your future challenges |
|  | All | Executive Creative Director | Bring creative inspiration so we tackle challenges in a dynamic way |
| Runs creative workshops to find solutions to PHE's challenges |
| Challenges our media partners to ensure they respond with innovative solutions |
|  | All | Head of WM IQ | Evaluation of campaigns through reviewing research, analytics and data science |
| Available to help advise on econometrics and forecasting |
| Works with strategy team during planning process to ensure KPIs are agreed, and learnings from previous campaigns are employed |
|  | All | Head of Behavioural, Social and Search Insights | Use search data, online conversations, and forums to mine audience insights for our campaigns |
| As Lead of Waveamaker Roots, will also consult on cultural and ethnic diversity matters |
|  | All | Head of SEO | Ensure PHE's website portfolio is optimised to the highest standards |
| Can conduct SEO audits to identify where we should focus our SEO efforts |
| Advise on app optimisation to ensure that PHE's apps appear higher in the App Store rankings |
|  | All | Head of Digital Engagement | Develop social strategies that fuel engagement and conversation |
| Produce social calendars, and advise on social media assets to ensure they are fit for platform |
| \*Cover for Nick Mitchell who will be travelling for 6 months | |  |  |

**Part 2**

**ADDED VALUE**

Complementing it’s commercial offer the Agency will make available the following as part of a ‘Programme of Curiosity’, an Added Value proposition accessing talent, insight and inspirational thinking from across the Agency group.

**Added Value Programme redacted**

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| **Item** | **Occurrances** | **Aug-Dec** | **Jan-Mar** | **Apr - Jun** | **Jul-Dec** | **Date TBC** | **Notes** |
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**ANNEX C**

**Statement of Works**

To be used where the value of the Call Off Contract is less than £100k and there is a single Statement of Work

* 1. **Call-Off Terms**

