

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

Part 1: Letter of Appointment

Department for Communities and Local Government,
Fry Building,
2 Marsham Street,
London,
SW1P 4DF

Dear Sirs

Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM3744) 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:	CCCS17A10
From:	Department for Communities and Local Government ("Client")
To:	Kindred Agency Ltd ("Agency ")

Effective Date:	Thursday 17 th August 2017
Expiry Date:	End date of Initial Period – Tuesday 17 th April 2017 End date of Maximum Extension Period – N/A Minimum written notice to Agency in respect of extension: - N/A

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

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	<p>REDACTED IMAGE</p> <p>Total Contract Value shall not exceed £660,000.00.</p>
Insurance Requirements	No additional insurance requirements above those stipulated in the Framework Terms and Conditions.
Client billing address for invoicing:	<p>REDACTED TEXT Department for Communities and Local Government REDACTED TEXT Fry Building, 2 Marsham Street, London, SW1P 4DF</p>

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:

For and on behalf of the Client:

Name and Title:

Signature:

Signature:

Date:

Date:

ANNEX A

Client Brief

1. BACKGROUND TO THE CONTRACTING CLIENT

- 1.1 The Northern Powerhouse (NPH) is led by the Department for Communities and Local Government (the Client) and Cabinet Office. It is the ambition of the NPH to bring together the great cities, towns and rural communities of the North of England and North Wales to become a powerhouse for the UK economy. The campaign will pool the strengths of northern communities and tackle major barriers to productivity to unleash the North's full economic potential.
- 1.2 The NPH will help achieve a sustained increase in productivity across the whole of the North and is at the heart of the government's ambition to build an economy that works for everyone.
- 1.3 The NPH campaign has been running since 2015 and to date has taken a no-cost approach and has focused on four areas:
 - A coordinated media and visits plan including on devolution announcements and investment deals;
 - Early stage stakeholder engagement that targets the business community, universities and LEPs to highlight HMG investment, build trust and encourage stakeholders to proactively champion their sector, region and the NPH;
 - An international programme of investment and tourism campaigns led by DiT, GREAT and Visit Britain.
 - Low cost digital campaign with @nphinfo Twitter handle and website www.northernpowerhouse.gov.uk
- 1.4 The NPH campaign forms part of the government's modern Industrial Strategy, which will build upon the UK's strong economy and help businesses up and down the country seize the opportunities presented by leaving the EU. The government is taking a coherent and targeted approach to building the North's economy, focussing on tackling the major barriers to productivity facing the North. The Northern Powerhouse is split into five core themes which will be central to the communications campaign; quality of life, connectivity and transport, education and skills, enterprise and innovation & trade and investment.

2. DEFINITIONS

Expression or Acronym	Definition
CO	means the Cabinet Office, the lead Client for this Contract.
DCLG	means the Department for Communities and Local Government
DiT	means the Department for International Trade
HMG	means Her Majesty's Government
LEP's	means Local Enterprise Partnerships
MoU	means Memorandum of Understanding
NPH	means Northern Power House.
'The North' or 'Northern'	all references to 'the North' or 'Northern' include both the North of England and North Wales.

3. CAMPAIGN OBJECTIVES

3.1 The policy objectives are to rebalance the economy by:

- Capitalising on the significant opportunity for local areas to reach their potential.
- Investing in science and technology, transport, digital and innovation, culture and tourism.
- Devolving power through city, growth, county and devolution deals.
- Developing the different economies of the Northern Powerhouse and supporting certain areas of decline – such as coastal communities.
- Further developing Local Enterprise Partnerships and Enterprise Zones to boost the economies of the North.

3.2 The overall NPH communications objectives are below;

3.2.1 Create an advocacy campaign “by the North, for the North” by recruiting external stakeholders to act as advocates and champion the impacts of; devolution, innovation, transport improvements, skills & job opportunities, culture and tourism.

- 3.2.2 Help to create the right conditions for growth by generating a tangible sense of enthusiasm, excitement and inspiration around building the Northern Powerhouse.
- 3.2.3 By emphasising investments made into the North to improve quality of life, encourage more talented students to choose the North as a place to grow their careers.
- 3.2.4 Drive international trade and investment into the region by increasing awareness of investment opportunities and the sector strengths of the NPH.

4. AUDIENCE

- 4.1 The Northern Powerhouse campaign seeks to target and have an effect on a number of audiences. These audiences and effects include;
 - 4.1.1 Businesses, entrepreneurs, universities.
 THINK: Investment and focus to drive growth.
 FEEL: There will be positive, long-lasting impact from investment across the North.
 DO: Hire, invest and grow.
 - 4.1.2 People living and working in the North.
 THINK: The Government is ensuring that the North is a good place to live and work.
 FEEL: Pride - there are increasing opportunities in the North.
 DO: Choose to stay in North and contribute to Northern economy.
 - 4.1.3 Investors – national and international.
 THINK: Investing in the North will generate returns.
 FEEL: The North is on an upwards journey and it is worth investing here now.
 DO: Explore investment opportunities and commit funding.
 - 4.1.4 University students.
 THINK: There are career opportunities in the North that compare to London and the South East.
 FEEL: This seems to be an exciting place to build a life and career with new opportunities.
 DO: Stay in the North after graduation.

5. SCOPE OF THE REQUIREMENT

- 5.1 The Client requires the Agency to deliver a creative strategy to reach the target audience, with an aim to prompt them into the “Think, Feel, Do” actions prescribed to each audience type. The Agency will also help in achieving the overarching KPIs for the campaign.

- 5.2 The target audience needs to hear messages about the Northern Powerhouse in a way they can relate to and in a manner which comes across as authentic.
- 5.3 The Agency will build relationships, with the support of the Client, with local stakeholders who have committed to the support the Northern Powerhouse. These stakeholders will form a primary means to generate content.
- 5.4 The Agency will support in the delivery of the strategy, especially in the delivery of;
 - 5.4.1 Digital content;
 - 5.4.2 PR support to promote engagement with competitions, events, or major initiatives organised by the Agency;
 - 5.4.3 Event management; and
 - 5.4.4 Brand and design work.
- 5.5 As well as supporting the delivery of select activity, the Agency will also provide strategic advice.
- 5.6 The Agency will evaluate the ongoing success of the campaign against campaign objectives by using appropriate quantitative/qualitative approaches.
- 5.7 The Agency will lead delivery with minimal supervision from the Client and therefore a strong strategic understanding of the campaign is required.
- 5.8 The Client expects some aspects of the creative work may need to be translated into Welsh, in order to target towns in North Wales. If any translation work is required the Agency will undertake this.

6. THE REQUIREMENT

- 6.1 The Agency will need to meet the deliverables within the following activity streams. The deliverables are including event management, branding and creative content production. These requirements are based on the Client's current plans.

6.1.1 External stakeholder engagement

Focused on business, media and local government leadership. The Northern Powerhouse campaign has created a pool of public and private sector organisations that act as advocates for the Northern Powerhouse. This is termed the "Northern Powerhouse Partner Programme". The Agency will support this activity in several ways, including:

- 6.1.1.1 Provide a toolkit for new partners that includes; NPH logos and art files, a NPH key messages and quotes document, NPH image bank access, NPH videography etc.
- 6.1.1.2 Design and launch of an annual NPH Awards programme and ceremony to shine a spotlight on Northern success.

- 6.1.1.3 Launch a regional “morning breakfast forum” series across the North. These would take place in each of the 10 Local Enterprise (LEP) areas and be organised in collaboration with individual LEPs.
- 6.1.1.4 Organise a bi-annual partner CEO meeting in order for partners to assess the health of the NPH partner programme and deliver feedback which will be turned into qualitative data to ascertain success of delivering campaign messages.
- 6.1.1.5 Work with the Client to develop activation plans with major Northern Powerhouse partners.

6.1.2 **Targeted digital media**

To raise awareness of the NPH brand with the public, the Client has been discussing, with partner organisations, creating digital activity to be disseminated during four themed weeks. The themes are; cultural impact of the North, Science and Innovation, Skills and Connectivity. The Agency will support this activity in several ways, including:

- 6.1.2.1 Creating filmed video content created with local ambassadors/celebrities and partner organisations.
- 6.1.2.2 Digital content such as GIFs and infographics.
- 6.1.2.3 An event, created with a partner organisation, to celebrate that theme in a suitable location.

6.1.3 **Bringing the Northern Powerhouse brand to life**

The Client shall strategically use the NPH brand at locations across the North to increase visibility amongst stakeholders and the general public. The Client wishes to demonstrate that the NPH is a major initiative, is here to stay and is at the heart of infrastructure investments. The Agency will support this activity in several ways, including:

- 6.1.3.1 Creation of stimulating artwork for printed materials and out of home artwork.

6.1.4 **Graduate retention sub-campaign**

The Client requires the Agency to develop a separate NPH sub-brand that will be targeting university students, in order to promote the North as a great place to start a career and build a life. This will be communicating innovative sector clusters emerging in the North, expansion of big businesses into the region and the quality of life on offer through promoting aspects such as

affordability and culture. The Agency will support this activity in several ways, including:

6.1.4.1 Brand development and producing advertising assets (posters, banners and video) that will be shared with universities who will place these across their campuses.

6.1.4.2 Creation of NPH themed careers fairs at a selection of university campuses during the annual 'milk round' period.

6.1.5 Other requirements

6.1.5.1 Conduct creative development testing to inform the final approach and messaging.

6.1.5.2 Gain competitive quotes for any externally-required production services and to negotiate fees and contracts with production Agencies and artistes.

6.1.5.3 Collaborate and liaise with other government departments and their agencies as necessary to enable better reach.

6.1.5.4 Account management of the project including budget management, project timings and relationship management.

6.1.5.5 Offer flexibility and adaptability.

6.1.5.6 Provide robust evaluation against agreed KPI's.

6.2 Media buying is and will be handled by Carat. It is essential that the Agency works closely with Carat to develop and deliver an integrated campaign within budget.

7. KEY MILESTONES

7.1 The Potential Provider shall comply with the following project milestones:

Milestone	Description	Timeframe
1	Beginning of strategic meetings to agree the approach and use of budget	August 2017
2	Start of the delivery stage of select communications activities	Late August 2017
3	End of campaign period	31 st March 2018

8. REPORTING

8.1 The Agency will attend all fortnightly cross-government campaign meetings and subsequently contribute updates in weekly Agency status meetings and trackers.

8.2 Following completion of the campaign the Agency will provide a highlights presentation and in depth report on campaign performance.

9. CONTINUOUS IMPROVEMENT

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

9.2 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. STAFF AND CUSTOMER SERVICE

10.1 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.

10.2 Agency staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.

10.3 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.

10.4 The following expectations shall be met:

10.4.1 Leading up to campaign periods, the Client team expects at least a weekly update of progress on all strands of the campaign against project plan. These are to be sent via email to the Client team.

10.4.2 Leading up to peak campaign periods the Client team will meet with the Agency team regularly. Weekly status calls are to be scheduled by the Agency. Status calls may need to be more frequent as delivery deadlines approach.

10.4.3 The Client team shall be invited to attend all video shoots and recording sessions.

10.4.4 The Client team has final sign off for all creative material and payment will not be made until this is achieved. The Agency is to provide and agree a sign off process and invoicing schedule upon appointment.

10.4.5 The Agency shall provide notes of all meetings between the Client team and Agency, to be agreed by the Client team.

10.4.6 The Agency will attend tracking research and post campaign analysis presentations when findings are reported and present of necessary.

11. SERVICE LEVELS AND PERFORMANCE

11.1 The quality of service delivery and Agency performance will be measured according to:

- 11.1.1 Delivery to time and budget of the component parts as listed above.
- 11.1.2 Efficient project management, providing updates, organising regular meetings and presentations.
- 11.1.3 Effective stakeholder management and working with other Agencies.
- 11.2 The Agency will work closely with the Marketing and Campaigns Team at the Client. The Team will monitor the quality of products delivered and performance through regular appraisal of the work as it develops.
- 11.3 The Client requires the Agency to attend a Performance Review meeting where any KPI has not been met, in the first instance.

KPI/SLA	Service Area	KPI/SLA description	Target
1	Weekly Meetings	The Client team expects at least a weekly update of progress on all strands of the campaign against the project plan. These are to be sent via email to the Client team.	100%
2	Peak Campaign Period Meetings	Leading up to peak campaign periods the Client team expects to meet with the Agency team regularly. Weekly status calls are to be scheduled by the Agency. Status calls may need to be more frequent as delivery deadlines approach.	99%
3	Fortnightly Meetings	Agency to input into fortnightly cross-government campaign meeting with written updates on progress	99%
4	Monthly Reporting	Agency to provide a written report at least once per month on campaign progress over the preceding 4 weeks, with evaluation of achievements during that period.	100%
5	Quarterly Reporting	Agency to provide a report tracking progress against campaign KPI's at the end of Q2, Q3 and Q4 2017/18, with a full report summary of the campaign in March 2018.	100%

- 11.4 Where the Client identifies poor performance against the agreed KPIs, the Agency shall 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.

- 11.5 The Agency shall provide a full incident report which describes the issues and identifies the causes. The Agency will also 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.
- 11.6 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.
- 11.7 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 Appendix C - Terms and Conditions.

12. SECURITY REQUIREMENTS

12.1.1 The Agency will keep campaign materials confidential until agreed embargoed supply or launch dates. The Agency will keep Client data in line with the Data Protection Act

12.1.2 Photographic ID will be required for meetings at the Client offices.

13. INTELLECTUAL PROPERTY RIGHTS (IPR)

13.1 The Client will retain IPR of any materials produced throughout the period of the campaign. Similarly, the IPR on assets that are transferred from the incumbent agency will be retained by the Client.

14. PAYMENT

14.1 Payment will only be made following satisfactory delivery of pre-agreed certified products and deliverables and against a detailed cost estimate agreed at the start of the campaign.

14.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. Invoices must be sent to Cabinet Office, 70 Whitehall, London SW1A 2AS

14.3 Third party costs must be included within the invoices and will be paid at cost.

15. LOCATION

15.1 Meetings between the Client and the Agency will take place at the Cabinet Office, 70 Whitehall, London, SW1A 2AS.

15.2 The Agency will, from time to time, attend meetings in the Northern Powerhouse region with key stakeholders who are supporting the campaign. The Agency shall be able to attend these meetings, provided the Client gives appropriate notice (minimum of 3 working days).

ANNEX B

AGENCY PROPOSAL

REDACTED TEXT

Part 2: Call-Off Terms

REDACTED TEXT

