



M&C Saatchi (UK) Limited
REDACTED TEXT

15th June 2020

Dear Sir/Madam,

Direct Award of Contract - CCCO20A23 – PROVISION OF UNDERSTANDING INTERNATIONAL AUDIENCES

I am writing to record the terms on which a contract was awarded to you by **Cabinet Office** (the “**Client**”) to provide extremely urgent deliverables as part of the response to unforeseeable consequences of the COVID-19 pandemic (the “**Contract**”).

Both Parties to this Contract being, the Client and **M&C Saatchi** (the “**Agency**”) accept that the Public Contracts Regulations 2015 will apply to this Contract and the Parties shall ensure that there is a lawful basis for awarding the Contract under the Public Contracts Regulations 2015 and/or any applicable procurement rules. Due to the unforeseeable consequences of the current COVID-19 pandemic, this may include in particular justifications under Regulation 32 of the Public Contracts Regulations 2015 or such other applicable or equivalent provision.

The Contract

In the light of the extreme urgency of the current situation and as you are already a supplier on **Communication Services Framework Agreement RM3796** (the “**Framework Agreement**”), the Contract has been based on the terms of the Framework Agreement as follows:

1. The Agency supplied the Services and the Deliverables to complete the Project as specified in Annex A to this letter as if Annex A to this letter was each of a Letter of Appointment and a Statement of Work for the Project comprising of each of a Client Brief and an Agency Proposal.
2. The Contract Charges relating to the Project are specified in Annex A to this letter.
3. The Special Terms set out in the Statement of Works at Annex A to this letter apply to the Contract. The Special Terms set out in Annex A to this letter are terms of this letter.
4. The start date of the Contract for the purpose of specifying a date for the defined term “Effective Date” was **13th May 2020**.
5. The Client and the Agency acknowledge and agree that:
 - i. each of the Effective Date and the Project Commencement Date occurred before the date on which the Parties documented the terms of the Contract;
 - ii. the terms of the Contract documented in this letter are all of the terms upon which the Parties agreed to contract on and from the Effective Date; and

- iii. no other written or oral agreements, representations or understandings exist between them in respect of the subject-matter of this Contract.
6. The expiry date of the Contract for the purpose of specifying a date for the defined term "Expiry Date" will be **27th May 2020**.
7. The Client may extend the Contract by up to [one month] at a time by giving notice to the Agency prior to the end of the then existing Expiry Date, as previously extended where applicable, as many times as are justified by the circumstances of extreme urgency which justify the award of the Contract continue to exist. The Extension Expiry Date is the date on which the Contract ends pursuant to any operation of this paragraph.
8. This Contract is and was not conditional upon the receipt of a Guarantee.
9. The documents from the Call Off Terms specified in Annex B to this letter are and were incorporated into the Contract (the "**Incorporated Documents**"). If any of the Incorporated Documents conflict with any of the terms of this letter, the terms of this letter prevail.
10. References in the Call Off Terms to "Call-Off Contract" shall be read as references to this Contract.
11. Force Majeure Event, as defined in paragraph 1.5 of Schedule 1 to the Call Off Terms, shall exclude any acts, events, omissions, happenings or non-happenings arising out of or in connection to either or both coronavirus (the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)) and/or COVID-19 (the official designation of the disease which can be caused by coronavirus).
12. For the avoidance of doubt, the Framework Agreement and any provision of any Incorporated Document which relates only to the Framework Agreement (other than Clause 6 of the Framework Agreement, Framework Schedule 5 (*MI Reporting Template*) and the corresponding definitions contained in Framework Schedule 1 (*Definitions and Interpretation*) which are incorporated into the Contract by paragraph 13 below) are not incorporated into the Contract.
13. In spite of paragraph 13 above, the Customer and the Supplier agree that:
 - i. clause 6 of the Framework Agreement;
 - ii. Framework Schedule 5 (*MI Reporting Template*); and
 - iii. all definitions for terms defined in Framework Schedule 1 of the Framework Agreement which are capitalised and used in clause 6 of the Framework Agreement and Framework Schedule 5 (*MI Reporting Template*),are incorporated into this Contract so that:
 - A. the Agency shall, on receipt of an invoice from the Crown Commercial Service ("**CCS**") for the Management Charge, pay the Management Charge and provide Management Information using the process in clause 6 of the Framework Agreement; and
 - B. the Client and the Agency agree that clause 28 of the Contract Terms (*Third Party Rights*) apply to this paragraph 13 to the extent necessary to ensure that CCS will have the right to enforce any obligation owed to it by the Agency under this paragraph 13 in its own right under section 1(1) of the Contract (Rights of Third Parties) Act 1999.
14. References to "Call-Off Contract" in the clauses and schedules of the Framework Agreement which are incorporated into this Contract by paragraph 13 above shall be read as references to this Contract.
15. If the Client and the Agency enter into the Contract, the Client and the Agency will, each at their own expense, do all acts and things necessary or desirable to give effect to the Contract.

Accepting the offer of the Contract

In the circumstances, **Cabinet Office** proposes to confirm that the Parties entered into the Contract on 13th May 2020 exceptionally by an exchange of correspondence rather than signing hard copies of the Contract. I confirm that I am authorised by **M&C Saatchi** to accept the terms of the Contract and this letter expresses my intention to authenticate the Contract.

Please arrange for a person the Agency authorises to sign contracts on its behalf to confirm by email, from their own individual account to REDACTED TEXT using the heading 'Acceptance of contract' the Agency's acceptance of the Contract using the wording set out below.

To assist us in managing the process, please respond by 17:00 on **16th June 2020**.

Please state the following in your email:

*"I refer to your letter dated **15th June 2020** (the "**Letter**") in respect of the contract **CCCO20A23 – PROVISION OF UNDERSTANDING INTERNATIONAL AUDIENCES** which incorporates terms from Communication Services Framework Agreement RM3796 as set out in the Letter (the "**Contract**"). A copy of the Letter is attached to this email. I am authorised by **M&C Saatchi** (the "**Agency**") to confirm that, on 13th May 2020 I accepted the terms of the Contract for and on behalf of the Agency, that the Agency intended to be bound by the terms of the Contract, and that the Contract took effect on and from that date."*

Please make sure that your name and job title are included in the email and attach a copy of this letter to your email.

If we are not sufficiently clear whether or not you confirm that you accepted the terms of the Contract on **13th May 2020** we will contact you again to ask for clarification.

Contract management information

In order to make the Contract operate as designed using the terms incorporated by reference from the Framework Agreement, you will need the information set out in Annex C to this letter.

If you accept the Contract, please provide the following information with your email of acceptance:

- Agency's Contract Manager (name, role, email address and address)
- Key Individuals (name, role, email address and address)
- Commercially Sensitive Information (not applicable or insert your Commercially Sensitive Information)
- Agency Address (registered address if registered)
- Registration number (registration number if registered)
- DUNS number (if known)
- SID4GOV ID (if known)

If you have any queries, please contact the team on REDACTED TEXT

Yours faithfully,

REDACTED TEXT

REDACTED TEXT

Annex A
Project, Services and Deliverables, Contract Charges and Special Terms

Project:	<p><i>The purpose of this requirement is to develop audience insight that will inform an international communications campaign in support of the below policy requirements:</i></p> <p><i>Lead a global campaign, including through the G7 and G20, to fund the scale-up of a global 'end-to-end' approach, from R&D and manufacturing to production, distribution and access to vaccines, therapeutics and diagnostics (VTD) for Covid-19.</i></p> <p><i>Advocate for further funding and support to Gavi (Global Alliance for Vaccines and Immunisation) via the Global Vaccine Summit on 4 June.</i></p> <p><i>Use the Global Vaccine Summit as a launchpad - strengthening future pandemic preparedness by establishing sufficient manufacturing and distribution infrastructure and principles on access for all.</i></p>								
Project Commencement Date:	13 th May 2020								
Project Completion Date:	27 th May 2020								
Project Period:	Notice N/A								
Overarching Brand/Campaign	COVID Related requirement REDACTED TEXT								
Services & Deliverables:	REDACTED TEXT								
Inclusion of Additional Schedules	<p>The following Schedules are incorporated into this Statement of Work</p> <table border="1"> <thead> <tr> <th data-bbox="497 1675 941 1756">Schedule Name</th> <th data-bbox="941 1675 1334 1756">Incorporated (Mark with 'X' if incorporated)</th> </tr> </thead> <tbody> <tr> <td data-bbox="497 1756 941 1836">Creative Advertising Services (online and/or offline)</td> <td data-bbox="941 1756 1334 1836"></td> </tr> <tr> <td data-bbox="497 1836 941 1890">Social Media Services</td> <td data-bbox="941 1836 1334 1890"></td> </tr> <tr> <td data-bbox="497 1890 941 1939">Public Relations</td> <td data-bbox="941 1890 1334 1939"></td> </tr> </tbody> </table>	Schedule Name	Incorporated (Mark with 'X' if incorporated)	Creative Advertising Services (online and/or offline)		Social Media Services		Public Relations	
Schedule Name	Incorporated (Mark with 'X' if incorporated)								
Creative Advertising Services (online and/or offline)									
Social Media Services									
Public Relations									

	Simple Software/website/app development	
	Below the line/experiential	
Project Plan:	<i>Set out the timing of each phase of the project, any key dates and/ or delivery of the Services and/or the Deliverables (if known)</i>	
Contract Charges:	<p><i>Set out any payment terms specific to the Project.</i></p> <p><i>The Client shall pay the Agency the sum of £32,800.00 for delivery of these Services, payable in monthly instalments. For the avoidance of doubt, the Contract Charges shall be inclusive of all third party costs</i></p>	
Client Materials:	N/A	
International locations	REDACTED TEXT	
Client Affiliates:	N/A	
Special Terms:	N/A	
Key Individuals :	<i>Set out details of the key personnel from the Agency for this Project if relevant.</i>	
Authorised Agency Approver:	REDACTED TEXT	
Authorised Client Approver:	REDACTED TEXT	

Annex B Incorporated Documents

The documents specified in this Annex B are incorporated into the Contract from the Framework Agreement.

Where numbers are missing, those schedules are not included. If the Incorporated Documents conflict with each other, the following order of precedence applies:

1. *The Call-Off Terms from RM3796*
2. *The following Schedules to the Call-Off Terms in equal order of precedence:*
 - *The Schedules from the Call-Off Terms for RM3796:*
 - *Schedule 4 (Dispute Resolution Procedure)*
 - *Schedule 5 (Variation Form)*
 - *Schedule 8 (Authorised Processing Template)*
 - *Framework Schedules for RM3796*
 - *Framework Schedule 9 (Guarantee)*

No other Supplier terms are part of the Contract. That includes any terms written in the email accepting the offer of the Contract or presented at the time of delivery.

The Incorporated Documents can be found at <https://www.crowncommercial.gov.uk/agreements/RM3796>

Annex C
Contract Management Information

CLIENT CONFIDENTIAL INFORMATION
Not Applicable

CLIENT'S INVOICE ADDRESS:
REDACTED TEXT
CLIENT'S SECURITY POLICY
N/A

INSURANCE REQUIREMENTS
N/A

MAXIMUM LIABILITY
N/A

PURCHASE ORDER NUMBER
TBC
STANDARDS
As per the Framework Terms and Conditions.