

RM6123- MEDIA BUYING – LOT 2

LETTER OF APPOINTMENT



Dear Sir or Madam

Letter of Appointment – dated 31st March 2023

This letter of Appointment is issued, in accordance with the provisions of the Framework Agreement (RM6123) between CCS and the Agency, dated 14th December 2021.

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:	To Be Confirmed
From:	AHDB
To:	The 7Stars UK Ltd

Effective Date:	1 st April 2023
Expiry Date:	End date of Initial Period 1 st April 2025 Initial contract is for 2 years, with the option to extend 1+1 End date of Maximum Extension Period 1 st April 2027 Minimum written notice to Agency in respect of extension:3 months

Services required:	The services required (the “Services”) and agreed to be delivered are set out in three sections, below: (1) general services applicable
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	to all Appointments; (2) Lot Specific Services for the applicable Lot(s); and (3) any Special Requirements. 1. For all Appointments: the services of a general nature set out in the General Services Requirements Specification as set out in in the Framework Agreement and attached as an Annex A to this Letter. 2. Lot Specific Services: as set out under Annex B (below) • For Lot 2, as described in Appendix B2 of the Framework Agreement 3. Special Requirements(if any): As per AHDB Specification of Requirements which is attached in Appendix B The Services descriptions shall be read in the context of the Client Brief (in Annex C) which shall apply as per the Call-Off Terms. The Services shall be provided in accordance with the Agency Proposal (in Annex D).
Call-Off Terms and any applicable Special Terms	This Letter of Appointment shall be subject to the Call-Off Terms set out in Annex E and any agreed special terms which shall be set out here: No Special Terms which are not already set out in AHDB documents

Key Individuals:	
[Guarantor(s)]	Not Applicable

Call-Off Charges (including any applicable discount(s), but excluding VAT):	As per Part A (overview), Part B (framework Management Charge which applies to all Call-Off Contracts under all Lots), Part D sets out (pursuant to Clause 3.12) the maximum prices for
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	the Charges to be offered to Clients for all Call-Off Contracts under Lots 2 and 5, with some sections applying only to Lot 2  Supplier pricing
Insurance Requirements	Additional public liability insurance to cover all risks in the performance of the Call-Off Contract, with a minimum limit of £5million for each individual claim. Additional employers' liability insurance with a minimum limit of £10 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 £3 million for each individual claim.
Client billing address for invoicing:	APTteam@ahdb.org.uk AHDB Middlemarch Business Park Siskin Parkway East Coventry CV3 4PE
Alternative and/or additional provisions:	Not Applicable

Data Sharing

The Government Communications Service (**GCS**) is investing in data capabilities to drive delivery of modern communications across government. Transparent data sharing across GCS member organisations is fundamental to this, and a cross-government Data Sharing Framework was agreed by the Directors of Communication in July 2020. By bringing traditional marketing analytics and target audience insights together with other relevant government data sources, GCS is delivering valuable, aggregated insights to support campaign planning, reporting and evaluation across government, building on our shared learning for better insights.

Benefits of transparent data sharing with GCS include the continued delivery of the GCS Quarterly Benchmarking Report, thereby providing important insights across government bodies to support

campaign teams, based on historical government campaign performance. The data shared by clients with GCS at the Cabinet Office may include, but is not limited to: third-party marketing data; campaign insights; web analytics and organic social media data; at both aggregated and log levels. This does not include personal data, and personal data is not sought.

In accordance with this approach, by indicating your consent below, you acknowledge and agree that the Agency may share certain data relating to this Call-Off Contract with GCS at the Cabinet Office (or any future named entity which has the same function).

Agency to agree by printing representative's name here:

Client to agree by printing representative's name here:

FORMATION OF CALL-OFF CONTRACT

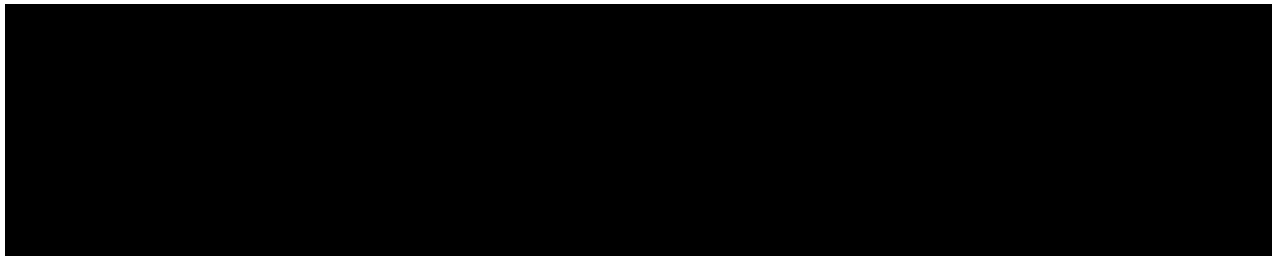
BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter a Call-Off Contract with the Client to provide the Services in accordance with the terms of this letter and the Call-Off Terms (set out below in Annex E).

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:



ANNEX A - GENERAL SERVICES REQUIREMENTS SPECIFICATION

(AS SET OUT IN SECTION 2 (SERVICES OFFERED) IN THE FRAMEWORK AGREEMENT)

Media Services Framework Agreement (RM6123)

Framework Services

1. Introduction and Background

The purpose of this Framework Agreement is to provide individual central government departments, arms length bodies (ALB), non-departmental public bodies (NDPB) and public sector organisations with a comprehensive Framework Agreement for services related to paid advertising. This Framework Agreement will facilitate investments that will achieve the best mix of quality and effectiveness for the least outlay

This section sets out the overarching standards of the Services that the Agencies are required to provide to the Clients under this Framework Agreement and the relevant Call-Off Contracts. Following this section is a section for each of the individual Lots. Each Lot begins with a clear definition of the role of the Agency or Agencies awarded under that Lot and then provides a description of the scope of work that makes up the Service including any specific Deliverable applicable to each of those scopes..

The Agencies shall:

- 1.1. deliver innovative, best in class services to achieve desired Client outcomes.
- 1.2. be capable of delivering value for money, as well as providing excellent customer service;
- 1.3. be willing and capable of working in partnership with other agencies and specialists to deliver the Client requirements;
- 1.4. act in an open and transparent manner with CCS and the Clients in delivering the Services and otherwise under this Framework Agreement, in particular being open and transparent in relation to the Charges, the placement of media or generation of revenue and the access to and provision of data, information and or reporting in relation to the services.
- 1.5. This Framework Agreement is essential to the delivery of Public Service Communications. The Agencies will (if required) co-operate and work with agencies on any of the other Crown Commercial Service agreements.

2. Framework Scope

- 2.1. The Agencies shall be required to deliver services for the Lot(s) they are bidding for, throughout the United Kingdom (on a National, regional and local basis) and international locations.
- 2.2. For each Call-Off Contract under this Framework Agreement the Client will provide a Brief and the outcome to be achieved in accordance with the Call-Off Procedure set out in the Framework Agreement.
- 2.3. The Agencies shall ensure all subcontracting arrangements comply with the Core Terms of this Framework Agreement .

- 2.4. Agencies can only subcontract to deliver services within the scope of their Lot.

3. Clients

- 3.1. This Framework Agreement covers requirements across a wide and diverse Client base - the Agencies shall support the varied requirements and budgets of all Clients irrespective of size.
- 3.2. Clients of this Framework Agreement will require service delivery both in the UK and international locations. Clients may specify additional data reporting requirements in their Call-Off Contracts.
- 3.3. Client Personnel
 - 3.3.1. The Client will allocate suitable personnel with appropriate levels of experience and seniority to work with the Agencies(s). The Agencies(s) acknowledge and agree that it may be necessary for the Client to replace the personnel working with the Agencies with alternative personnel with similar levels of seniority and experience.
 - 3.3.2. Client Briefs
 - 3.3.2.1. For each Call-Off Contract, the Client will provide a Brief detailing what is needed from the Agencies and the outcome to be achieved. The Agencies shall adopt and accept a flexible approach to the management of the Brief and both electronic and paper-based Briefs shall be accepted. The Agencies shall follow the Call-Off Award Procedure. This is different for Lot 4 where the Call-Off Contract itself will detail the requirements of the Agency in line with the services under that Lot
 - 3.3.2.2. The Agencies shall only commence work on Briefs when both Parties have either signed the relevant Letter of Appointment or the Agencies have received written confirmation to proceed with the Brief. This is different for Lot 4 where the Call-Off Contract itself will determine when the services will commence.

4. Required Services: Summary

- 4.1. The Agencies will be required to provide Services in relation to the supply of the Services to Clients including:
 - 4.1.1. taking Orders for the Services from Clients;
 - 4.1.2. undertaking to meet all Client requirements;
 - 4.1.3. complying with any Key Performance Indicators and service levels, and any reporting requirements;
 - 4.1.4. complying with CCS's Management Information requirements;

- 4.1.5. providing a dedicated senior account manager to resolve any issues arising from the Framework Agreement and/or Client Call-Off Contract;
- 4.1.6. providing a support function to deal with Client enquiries and issues;
- 4.1.7. conforming to the Charging Structure;
- 4.1.8. undertaking any billing requirements.

5. Required Services: Account Management

- 5.1. The Agencies shall provide comprehensive account management services to the Client. Clients will have varying service requirements and spend levels, therefore the Agency's team structure and approach shall reflect this flexible requirement, avoiding a "one-size fits all" approach.
- 5.2. The Agency's structure and resource profile shall be capable of adapting to changing requirements and service levels during the term of this Framework Agreement and the Call-Off Contracts.
- 5.3. The Agencies will provide sufficient resources for out of hours, emergency, bank holiday periods and ensure sufficient resilience and back-up expertise is available when needed for Clients.
- 5.4. The Agencies will deliver an agile solution that provides for each and every Client, regardless of macro factors (for example but not limited to, emergency campaigns, unplanned pauses) whilst mitigating impact on budgets.
- 5.5. If required by the Client, the Agencies will allocate specific named account teams.
- 5.6. The Agencies will have a clear and simple escalation process for the Clients and subcontractors.

6. Required Services: Working with others

- 6.1. The Agencies will be required to:
 - 6.1.1. work collaboratively on projects with other Clients of this Framework Agreement, and
 - 6.1.2. manage multiple relationships with the Client and Client related Partners at the Call-Off Contract level to ensure greater value and best results for the Client.

7. Required Services: Reporting and analysis

- 7.1. The Agencies shall provide reporting and analysis on all aspects of the Services being provided to the Client, in particular, the Agencies shall:

- 7.2. provide Management Information detailing work carried out by the Agencies on the basis of the billable charged hours as outlined in Framework Schedule 5 of the Framework Agreement (Management Charges and Information)
- 7.3. work with the Client and use reasonable endeavours to ensure advertising technology platforms and any other systems used to collect and/or store data on the Client's behalf are compatible with the Client's data management systems.
- 7.4. The below table should be used by the Agency/ ies to inform where reporting requirements should be directed to within the CCS Media Framework Team.

CCS Point of Contact/ Owner	Reporting Requirement
Media Category Manager	All Lots - Framework KPI deliverables, Reporting requirements outlined within the scope and specification
Media Lead	Wider initiatives, for example but not limited to cross framework initiatives, added value project outputs, CCS/ GCS initiatives as defined during the term of the framework.
Head of Media Commercial Agreements	Reporting escalations, breaches of KPI targets, significant risks or issues to delivery of service.

8. Pricing Transparency

- 8.1. Where applicable, the Agencies will disclose to the Client any commission, discount or rebate earned by the Agencies arising in respect of third party costs. The Client will receive the full benefit of such commission, discounts or rebates.

9. Travel and Related Costs

- 9.1. There shall be no automatic entitlement to payment and/or reimbursement of travel costs, travel time or subsistence under this Framework Agreement. Policies for travel and travel-related expenses will vary between Clients. Submitted Agency rates against this Framework shall be exclusive of travel and subsistence.
- 9.2. CCS and/or Clients shall specify the requirements, policies and arrangements for travel costs, travel-related costs, travel time and subsistence in the Call Off Contract, including whether travel and travel-related expenses shall be payable or not.
- 9.3. If CCS and/or Clients specify that travel and travel-related costs can be paid then the travel will be undertaken in accordance with the agreed Travel Policy of CCS and/or the Client.

10. Contracting arrangements

- 10.1. Clients can select different types of contracting arrangements to suit their needs including but not limited to:
- 10.2. Project or Campaign agreement for a specified campaign or for a defined period covering multiple Campaigns.
- 10.3. Standby agreement for a fixed period of time to work on any number of Projects or campaigns . Payment for this arrangement is per Campaign and no work is committed.
- 10.4. Retainer agreement for a fixed period of time where the Client agrees to pay the Agency a firm retainer fee on a regular basis
- 10.5. With the exception of Lot 4 , contracts must not exceed a four year period including any extensions.

11. Cross Framework Initiatives

- 11.1. The Agencies under this Framework Agreement may from time to time be invited to participate in projects and initiatives with Agencies on other Lots on this Framework Agreement, CCS or Government Communication Services

12. Cross Framework Case Studies

- 12.1. Agencies are encouraged to always share case studies of great work delivered for Clients under this Framework Agreement. The Agency and/ or Agencies under this Framework Agreement are expected to deliver a minimum of 1 case study per contract year to CCS (where call-offs have taken place).

13. Restriction on Naming

- 13.1. No Agency in this agreement shall in arranging its organisation to deliver services under this framework adopt or continue any brand name implicitly or explicitly referencing, inferring or signalling its delivery of servicing to any particular customer or customer group using this Framework Agreement without the express permission of CCS. In addition, where it seeks to adopt or continue a brand name referring to its provision of services to the Government it shall seek the additional approval of GCS to do so.

14. Social Value

- 14.1. Social Value legislation and guidance places a legal requirement on all public bodies to consider the additional social, economic and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity, to deliver them. These benefits are over and above the core deliverables of contracts. More information on Social Value can be found at: <https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources>
- 14.2. This Framework Contract requires the Agency to embed social value into all Call-Off Contracts, in line with the Social Value Act 2012 or subsequent government initiatives to enable the effective implementation of the Act.
- 14.3. As a condition of participating on this framework contract, CCS requires Agencies on this Framework Contract to demonstrate they are committed to report on the impact of social value throughout the lifetime of the Framework Contract to CCS, every 12 months from the Framework Start Date.
- 14.4. Agencies must provide evidence of their commitment to social value and demonstrate an ability and willingness to work with Clients to identify and help further their social value requirements in all Call-Off Contracts. To satisfy this requirement, Agencies must agree to provide or deliver reasonable and proportionate social value benefits within all Call-off Contracts.
- 14.5. Agencies should consider the following policy themes, and outcomes as a minimum:
- **COVID-19 recovery;**
Help local communities to manage and recover from the impact
 - **Tackling economic inequality;**
Create new businesses, new jobs and new skills
 - **Fighting climate change;**
Effective stewardship of the environment
 - **Equal opportunity;**

- Reduce the disability employment gap, tackle workforce inequality
 - **Wellbeing;** Improve health and wellbeing, improve community integration.
- 14.6. Agencies are expected to act with these priorities in mind, and CCS may discuss these priorities as part of Framework Management meetings.
- 14.7. The Client's requirements will be set out in the Call-Off Procedure. The Agency shall comply with and/or identify proposed social value initiatives, proportionate and relevant to each Call-Off Contract.
- 14.8. The Agency shall deliver measurable benefits and impacts in respect of the social value priorities, when identified in the Call-Off Contract.
- 14.9. The Agency shall record and report performance against the social value requirements, when detailed in the Call-Off Contract.

Delivering a Diverse Supply Chain

- 14.10. CCS and Clients want to ensure a diverse base of Agencies and resilient supply chains in this procurement.
- 14.11. CCS and Client's consider the delivery of high quality public services to be critically dependent upon a workforce that is inclusive, well-motivated, well-led and has appropriate opportunities for training and skills development.
- 14.12. The Agencies will support the delivery of these priorities through activities such as:
- 14.13. Cascading prompt payment throughout their supply chain, as set out in Clause 4 (Pricing and Payments) of the Core Terms; and
- 14.14. Where appropriate, growth and development through the provision of support to SMEs and SEs to develop resilient local supply chains.
- 14.15. Fair, Inclusive and Ethical Employment Practices and Skills Development
- 14.16. All organisations with 250 or more employees must publish and report specific figures about their gender pay gap. The Agency will progress towards equalising this.
- 14.17. Additionally, the Agency and its Supply Chain will support and encourage employment and skills development opportunities through the performance of this Framework Agreement, with a specific focus on opportunities for priority groups.
- 14.18. The Agency acknowledges and agrees that Clients may test the Agency's proposed methods for delivering skills development within the

local community, as relevant to their specific requirements as part of the Call-Off Procedure.

Safe & Secure Supply Chains: Addressing Modern Slavery and exploitation in our Supply Chain

- 14.19. It is the role of CCS and Client(s) to ensure the Agencies with whom we do business understand the risks of modern slavery in supply chains, and take appropriate action to identify and address those risks, with particular focus on supporting victims of modern slavery.
- 14.20. The Agency will comply with the provisions of the Agency Code of Conduct and the standards set out in Joint Schedule 5 (Corporate Social Responsibility) including the reporting requirements set out in Framework Schedule 5 (Management Charges and Information) and continuous improvement requirements set out in Call-Off Schedule 3 (Continuous Improvement).

15. Framework Key Performance Indicators (KPIs) - All Lots

The following KPIs apply to **all** lots and Agencies in this Framework Agreement. In addition to these KPIs each lot will have its own specific set of KPIs.

1. Framework management - All Lots		
Key Performance Indicator (KPI)	KPI Target	Measured by
Management Information (MI) returns: All MI returns to be returned to CCS by the 7th Working Day of each month	100%	Confirmation of receipt and time of receipt by CCS (as evidenced within the CCS MI system)
All undisputed CCS invoices to be paid by the Agency within 30 calendar days of issue.	100%	Confirmation of receipt and time of receipt by CCS (as evidenced within the CCS finance system)
Annual Agency self-audit certificate sent to CCS in accordance with the Framework Agreement to cover each contract year.	100%	Confirmation of receipt and time of receipt by CCS. CCS to receive within 45 calendar days of the end of the contract year.
Valid insurance certificates and certifications listed in the	100%	Confirmation of receipt and time of receipt by CCS.

Framework Agreement to be provided to CCS upon expiry.		CCS to receive within 45 calendar days of expiry.
Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report.	100%	Confirmation by CCS of completion of the actions by the dates identified in the Audit Report.
Agencies will pay all undisputed supplier/subcontractor invoices within 60 calendar days in order to meet the Prompt Payment Policy threshold of 85%.	% of payments in 60 calendar days: 73% Contract Year 1 79% Contract Year 2 85% Contract Year 3	Annual prompt payment reporting to be provided to CCS within 45 calendar days of the contract year end date. This may also be subject to auditing at CCS' discretion.
Agencies will be required to provide a minimum of one case study per contract year detailing work delivered under this Framework Agreement (where call-offs have taken place).	100%	Confirmation of receipt and time of receipt by CCS. CCS to receive within 45 calendar days of the calendar year end.

ANNEX B – LOT-SPECIFIC SPECIFICATION

As per embedded document



Framework
Agreement

ANNEX C – CLIENT BRIEF



AHDB client brief



Instructions to
Tenderers



Award Criteria



Pricing Schedule

ANNEX D – AGENCY PROPOSAL



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NDA

ANNEX E – CALL-OFF TERMS



Framework
agreement

Template for Lot 2 as per

ANNEX F – CHARGES



Supplier pricing

For the avoidance of doubt, for campaigns other than We Eat Balanced, the Agency shall send a cost proposal using the same Fee and Commission levels as per the attached Supplier pricing grids:

- Media Strategy Fee: Hourly Rate [REDACTED]
- Media Buying Commission:

- o [REDACTED] ([REDACTED])
- o [REDACTED]

The parties shall agree each cost proposal in writing.

Payment Terms

Agency Fees

The Agency will invoice the Client in respect of Agency fees on the [REDACTED] of each month and the Client will pay the invoice within 30 days.

Media

The Agency will invoice the Client in respect of media costs on the [REDACTED] of each month in respect of any media committed since the previous invoice and the Client will pay such invoices within 30 days.

If short term media activity is required after the [REDACTED] in the same month the Agency may issue additional invoices before the end of that month back dated to the [REDACTED] and the Client will pay such invoices within 30 days of the invoice date.