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

LOT 3 Channel Strategy and Planning

Dear Sirs

**Letter of Appointment**

**CCCO18A09 Channel Planning and Strategy**

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM3796) between CCS and the Agency dated 16/01/2017

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: | To be confirmed |
| From: | Crown Commercial Service REDACTED ("Client") |
| To: | Bray Leino Ltd REDACTED ("Agent") |

|  |  |
| --- | --- |
| Effective Date:  | 26th March 2018 |
| Expiry Date:   | End date of Initial Period 25th March 2020End date of Maximum Extension Period 25th March 2021Minimum written notice to Agency in respect of extension: 1 Month |

|  |  |
| --- | --- |
| Relevant Lot: | Lot 3 – Channel Strategy and Planning  |
| 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; andThe Parties may enter into such Statements of Work as are agreed between both Parties using the Statement of Work, or another briefing template mutually agreed between both Parties.  |

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| --- | --- |
| Key Individuals: | **For the Client** REDACTED**For the Agency**REDACTED |
| Guarantor(s) | N/A |

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| Call Off Contract Charges (including any applicable discount(s), but excluding VAT): | Payment will be made in line with the rate card below. Rates must remain firm for the entire contract period and any extensions to it.

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Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.Payment will be made against a Purchase Order and the order number should be quoted on all invoices.The total value of this contract including the extension period shall not exceed £300,000.00 This is a call off contract and there is noguarantee of spend. |
| Insurance Requirements | None in addition to the Framework Terms and Conditions. |
| Client billing address for invoicing: | REDACTED |

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| --- | --- |
| Alternative and/or additional provisions: | N/A  |

**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:**

REDACTED REDACTED

Signature: Signature:

Date: Date:

**Annex A**

**Client Brief**

# 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, Local Authorities, NHS Trusts, Charities and Housing Associations.  |
| Blue Light | means Police and Emergency Services. |

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# scope of requirement

# Development of all channel planning requirements on behalf of the Client for the duration of the contract.

# Working closely with the Client and the government’s media buying agency (currently Carat).

# Development of actionable and measurable channel strategies to support the Client’s integrated marketing campaigns.

# Management of the account including budget management, project timings and relationship management.

# This contract will not include any media buying or creative outputs, the Agency will be expected to work closely with the media buying agency (Carat) and digital marketing agency appointed by the Client.

# The Agency will liaise directly with the Client’s media buying and digital marketing agencies on an ongoing basis, to ensure the effective delivery of final agreed strategies.

# The Client anticipates new scenarios will emerge over the duration of this contract. Detailed costing will be required throughout the life of the contract for all scenarios as they are commissioned.

# The exact nature of required strategies will be subject to the advice and recommendations of the agency, based on how best to achieve the client’s objectives within the budget available.

# the requirement

# Delivery of a range of channel strategies that will help achieve the Client’s marketing objectives using both existing owned and earned channels and paid-for activity, in line with the media buying budget available. This will include (but is not limited to):

# Recommended approach to building audience models using Client and industry data.

# Advice and recommendations on the proposed KPIs and objectives and realistic targets.

### Recommended channel approaches for achieving brand-building KPIs (including detailed media recommendations).

### Recommended channel approaches for achieving lead generation KPIs (including detailed media recommendations).

### Recommended channel approaches for achieving user access registrations for the Purchasing Platform and other digital platforms that will be launched over the coming months. Spend KPIs for the Purchasing Platform catalogues and other digital portals (including detailed media recommendations).

### Recommendations on evaluation metrics and reporting.

### Recommendations on new and innovative ways to reach the niche target audiences.

## Production of audience models using Client and industry data that demonstrates detailed knowledge and insight into the target audience.

## A robust plan for tracking and evaluating the success of the proposed activities against specific campaign KPIs (to be agreed post award for each strategy).

## All strategies should maximise use of existing owned and earned channels, but should also consider an extensive range of paid-for channels including (but not limited to) online and offline advertising, biddable, search engine optimisation, partnerships, events, sponsorship and other innovative ways to reach the target audience (within the confines of the finalised media buying budget).

## The Client’s owned and earned channels include:

### Client and corporate websites with dedicated campaign landing pages, and blogs, news and event pages REDACTED

### REDACTED 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 REDACTED

### 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.

### Direct emails to existing Client contacts and platform users REDACTED

### Direct emails to potential new Clients using bought-in data REDACTED

### Social media (Twitter, LinkedIn and YouTube accounts).

### Internal media officer who will deliver any trade press / media activity.

### External events programme (including exhibition space and speaking slots).

## All strategies to outline the Agency’s recommended approach to understanding the target audience(s) and the most effective ways to reach them, including detailed recommendations for key paid-for and no-cost channels and types of content to engage them.

## Upon completion of strategies the Agency will be expected to complete all media buying briefs required by the government’s media buying agency (currently Carat).

## **Target audience**

### The primary audience in terms of job functions 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, fleet managers and Estates / Facilities Managers) will also need to be targeted for specific messages / activities related to key products and services.

### 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.

## **Key campaign messages**

### The Client wants to show both current and potential new WPS Customers that the Client is here to help by:

#### Saving Customer’s 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, educational outcomes or frontline services.

#### Making it easier for customers to do business with the Client. For example, telling customers about its easy to use digital platforms REDACTED and upcoming aggregation opportunities.

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

### Alongside the overarching campaign messages that will focus on promoting the benefits of the Client as a whole and driving visits to generic content, advice services and aggregation opportunities, there will be a number of products and service areas that will require specific activity within the channel strategy. The exact product and services areas will be confirmed to the Agency at the first briefing meeting. They may include some or all of:

### Technology

#### Technology products and services

#### Network services

#### Cloud and digital

### People

#### Employee services

#### Temporary and permanent recruitment

#### Professional services

### Buildings

#### Workplace solutions/facilities management

#### Utilities and fuels

#### Construction

### Corporate solutions

#### Financial services

#### Business travel

#### Contact centres

#### Fleet

# key milestones

## The Agency should note the following project milestones that the Client will measure the quality of delivery against.

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| --- | --- | --- |
| **Milestone** | **Description** | **Timeframe** |
| 1 | First Client and Agency meeting | Within week 1 of any required brief  |
| 2 | Complete review and develop strategy for the campaign | To be agreed depending on brief  |
| 3 | Develop and agree timetable for implementation for creative approach and budget. | To be agreed in writing between the Client and Agency depending on brief  |

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# Client’s responsibilities

## The Client will appoint a dedicated contact to work with the Agency and share appropriate insight and knowledge.

## The Client will provide the Agency with a written brief for each piece of work.

## The Client will provide the Agency with a budget for each individual project.

# reporting

## Weekly progress reports against budget and agreed milestones in the delivery of the outputs 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 2 weekly intervals.

## The Agency must attend a face-to-face meeting following Contract award to discuss and agree next steps / actions required. This will be held either in the Agency’s or Client’s office or through use of video calling.

## The Agency will also be required to attend quarterly account review meetings. These will be held in either the Agency’s or Client’s office or through use of video calling.

# volumes

## It is expected the 2-3 strategies will be required by the Client each year

# continuous improvement

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

## The Agency should present new ways of working to the Client during monthly Contract review meetings.

## 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.

# Sustainability

## In accordance with the RM3796 Framework terms and conditions.

# STAFF AND Customer SERVICE

## 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.

## The Agency’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.

## The Agency shall ensure that staff understand the Client’s vision and objectives and will provide excellent Client service to the Client throughout the duration of the Contract.

# service levels and performance

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

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| --- | --- | --- | --- |
| KPI/SLA | Service Area | KPI/SLA description | Target |
| 1 | Account Management | Respond with resolutions to any issues or complaints within 5 working days.  | 100% |
| 2 | Account Management | Attendance at quarterly reviews | 100% |
| 3 | Service Delivery | Deliver in line with agreed time schedule and budget for each brief | 98% |
| 4 | Service Delivery | High quality campaign strategies delivered within agreed timescales following receipt of brief.  | 95% |
| 6 | Service Delivery | Contribute updates to all weekly meetings and trackers throughout any campaigns. | 98% |
| 7 | Service Delivery | Effective working with stakeholders | Ongoing |

## 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.

## The Agency shall be required to provide a full incident report that describes the issues and identifies the causes. The Agency will also be required to prepare a full and robust ‘Service Improvement Action Plan’ that 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.

## 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.

## 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.

# Security requirements

## 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.

# intellectual property rights (ipr)

## The Agency shall assign full title guarantee to all Intellectual Property Rights for the products of the Service to the Client. All data collected, 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.

# Location

## 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**

REDACTED

**ANNEX C**

**Statement of Works**

To be agreed as required

* 1. **Call-Off Terms**

Annex D – Terms and Conditions