**RM6123- MEDIA BUYING – LOT 2**

**LETTER OF APPOINTMENT**

Dear Sir or Madam

**Letter of Appointment**

This letter of Appointment is issued, in accordance with the provisions of the Framework Agreement (RM6123) between CCS and the Agency, dated 20/04/2022.

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: | CCTS22A03 |
| From: | **[REDACTED under FOIA Section 40, Personal Information]** |
| To: | **[REDACTED under FOIA Section 40, Personal Information]** |

|  |  |
| --- | --- |
| Effective Date: | 25th April 2022 |
| Expiry Date: | End date of Initial Period: 25th April 2024  End date of Maximum Extension Period: 24th April 2025  Minimum written notice to Agency in respect of extension: **[REDACTED]** |

|  |  |
| --- | --- |
| Services required: | The services required (the “Services”) and agreed to be delivered are set out in three sections, below: (1) general services applicable 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 |
| 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: |

|  |  |
| --- | --- |
| Key Individuals: | For the Client: **[REDACTED under FOIA Section 40, Personal Information]**  For the Agency: **[REDACTED under FOIA Section 40, Personal Information]** |
| [Guarantor(s)] | N/A |

|  |  |
| --- | --- |
| Call-Off Charges (including any applicable discount(s), but excluding VAT): | The total value of the Call-Off contract is £3,000,000.00  Submitted pricing embedded below:  Please see Annex F for charges, taken from Schedule 3 Parts B and D of The Framework Agreement. |
| Insurance Requirements | See Clause 17 of Call-Off Terms and Conditions |
| Client billing address for invoicing: | **[REDACTED under FOIA Section 40, Personal Information]** |

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

|  |  |
| --- | --- |
| **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: | **[REDACTED under FOIA Section 40, Personal Information]** |
| Client to agree by printing representative’s name here: | **[REDACTED under FOIA Section 40, Personal Information]** |

**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:**

Name and Title: **[REDACTED]** Name and Title: **[REDACTED]**

Signature: **[REDACTED]** Signature: **[REDACTED]**

Date: 25/04/2022 Date: 25/04/2022

**Annex A - General Services Requirements Specification**

**(As set out in section 2 (services offered) in the framework agreement**

## **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. deliver innovative, best in class services to achieve desired Client outcomes.
  2. be capable of delivering value for money, as well as providing excellent customer service;
  3. be willing and capable of working in partnership with other agencies and specialists to deliver the Client requirements;
  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.
  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.

## **Framework Scope**

* 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. 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.
  3. The Agencies shall ensure all subcontracting arrangements comply with the Core Terms of this Framework Agreement .
  4. Agencies can only subcontract to deliver services within the scope of their Lot.

## **Clients**

* 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.
  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. Client Personnel
     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.
     2. Client Briefs
        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
        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.

## **Required Services: Summary**

* 1. The Agencies will be required to provide Services in relation to the supply of the Services to Clients including:
     1. taking Orders for the Services from Clients;
     2. undertaking to meet all Client requirements;
     3. complying with any Key Performance Indicators and service levels, and any reporting requirements;
     4. complying with CCS's Management Information requirements;
     5. providing a dedicated senior account manager to resolve any issues arising from the Framework Agreement and/or Client Call-Off Contract;
     6. providing a support function to deal with Client enquiries and issues;
     7. conforming to the Charging Structure;
     8. undertaking any billing requirements.

## **Required Services: Account Management**

* 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.
  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.
  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.
  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. If required by the Client, the Agencies will allocate specific named account teams.
  6. The Agencies will have a clear and simple escalation process for the Clients and subcontractors.

## **Required Services: Working with others**

* 1. The Agencies will be required to:
     1. work collaboratively on projects with other Clients of this Framework Agreement, and
     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.

## **Required Services: Reporting and analysis**

* 1. The Agencies shall provide reporting and analysis on all aspects of the Services being provided to the Client, in particular, the Agencies shall:
  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)
  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.
  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. |

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## **Pricing Transparency**

* 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.

## **Travel and Related Costs**

* 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.
  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.
  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.

## **Contracting arrangements**

* 1. Clients can select different types of contracting arrangements to suit their needs including but not limited to:
  2. Project or Campaign agreement for a specified campaign or for a defined period covering multiple Campaigns.
  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.
  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
  5. With the exception of Lot 4 , contracts must not exceed a four year period including any extensions.

## **Cross Framework Initiatives**

* 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

## **Cross Framework Case Studies**

* 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).

## **Restriction on Naming**

* 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.

## **Social Value**

* 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

* 1. 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.

* 1. 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.
  2. 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.
  3. 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.

* 1. Agencies are expected to act with these priorities in mind, and CCS may discuss these priorities as part of Framework Management meetings.
  2. 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.

* 1. The Agency shall deliver measurable benefits and impacts in respect of the social value priorities, when identified in the Call-Off Contract.
  2. The Agency shall record and report performance against the social value requirements, when detailed in the Call-Off Contract.

## **Delivering a Diverse Supply Chain**

* 1. CCS and Clients want to ensure a diverse base of Agencies and resilient supply chains in this procurement.
  2. 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.
  3. The Agencies will support the delivery of these priorities through activities such as:
  4. Cascading prompt payment throughout their supply chain, as set out in Clause 4 (Pricing and Payments) of the Core Terms; and
  5. Where appropriate, growth and development through the provision of support to SMEs and SEs to develop resilient local supply chains.
  6. Fair, Inclusive and Ethical Employment Practices and Skills Development
  7. 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.
  8. 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.
  9. 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**

* 1. It is the role of CCS and Client(s) to ensure the Agencys 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.
  2. 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).

## **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 Framework Agreement to be provided to CCS upon expiry. | 100% | Confirmation of receipt and time of receipt by CCS.  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: lot 2: Public sector media planning and buying**

## **Role of the Media Planning and Buying Agency**

The appointed Agency has been awarded as an Agency on a CCS Framework Agreement that is available to all public sector organisations. The role of the Agency is to provide the designated services to all customers who may seek to use this Framework Agreement. The Agency must appropriately resource itself and ensure it has a suitable understanding of the respective organisation to deliver the service according to this scope and specification.

The Agency awarded under this Lot is required to diagnose the critical elements for a public sector client to achieve its marketing objectives and then develop and implement a media strategy that is best suited to achieving those elements.

The Agency must take into consideration value for money and be focussed on achieving the most cost effective outcomes for clients. The Agency must consider all solutions and not just paid media and the commercial models adopted under this lot have been designed to give the Agency the ability to consider the plethora of opportunities available to a client.

## **Principles**

The following are a set of principles that will apply to all elements of the scope and specification and provide a clear indication of the standards which the Agency will be expected to adhere to in providing services under the Framework Agreement.

## **Transparency**

The Agency will be expected to provide completely transparent services to the client and be proactive in safeguarding that transparency, this includes but is not limited to :-

* + 1. Ensure that Client funds will only be used for media payments and third party costs related to services within the scope of this Framework Agreement. This means that all fees and charges will be clear and transparent and there will be no hidden fees, undisclosed commissions or charging of clients or CCS more than one. The Agency source of income from this agreement will be clear and transparent across all media including programmatic.
    2. Making all documentation the Agency produces in delivering services to central government Clients under this agreement available upon request to CCS or its appointed auditors, including but not limited to all Client briefs to Agency, Agency briefs to Media Suppliers, Media Supplier response to Agency briefs, Agency response to Client briefs, Media Plans, Approved Media Plans, Reconciled Media Plans, all campaign reporting, all advertising technology platform reports, post campaign reporting, POs and invoices related to the delivery of services to Clients under this Framework Agreement
    3. When making recommendations the Agency will disclose to CCS and Client any recommendations it puts forward that is a product, good or service provided by any organisation the Agency or the Agency Group has any ownership in whatsoever in and it must maintain a log of any spend with any such organisation through the Framework, this log must be made available to CCS, Clients and any appointed auditors.
    4. CCS, Clients and any appointed auditor will have full access to all Agency invoices and contracts specifically put in place to deliver the services in this Framework Agreement, such contracts will be securely stored and shared without redaction or restriction from Agency or Agency Group policies.
  1. **Continuous Improvement**

The Agency will be expected to commit to a programme of continuously improvement of the duration of the Framework Agreement this includes but is not limited to:-

* + 1. Taking suitable remedial steps where services issues have been identified
    2. Proactively seek out opportunities to improve the quality of service and the sustainability of the commercial model
    3. Deploying suitable, unbiased, quantitative methodology for collecting customer feedback on an ongoing basis (e.g NPS Survey)
    4. Provide input, feedback and learnings at all stages of a campaign and to ensure post-campaign analysis are shared and findings are embedded into ways of working. The Agency will meet all service delivery key performance indicators outlined in Briefs.
    5. The Agency will drive quality through effective internal communication, horizon scanning and situational insight across the media industry to maximise opportunities, highlight risks and service Clients best.
  1. **Understanding of the Public Sector**

A distinguishing feature of the services required from the Agency awarded under this lot in comparison to equivalent services the Agency may provide for other clients is that the Agency is expected to develop a deep level of understanding of the Public Sector over the course of the Framework Agreement

This is not to be interpreted as a requirement at the bid stage or outset of the relationship but instead to be interpreted as a developmental principle to encourage the Agency to continue fostering and growing a knowledge and understanding of the context of public sector communication as relates to providing media planning and buying services. This is also not to be interpreted as an invitation to the Agency to contribute to any public sector political or non-political activities beyond their scope of work. The Agency should at all times act only within its scope of work and in collaboration with Client’s under this Framework Agreement

What is referred to here is not only knowledge of marketing campaigns and media expenditure but a broader understanding that includes:-

* + 1. Understanding of public sector organisations,
    2. An understanding of public sector policy
    3. An understand of public sector rules and regulations as applies to the services that the Agency is providing
    4. A clear knowledge of the Client’s remit, responsibilities and funding
    5. Understanding of key political and non-political stakeholders and stakeholder groups
    6. An appreciation of the constantly changing context of the public sector and public sector marketing and communications
  1. **Democratisation of Data**

Subject to the relevant confidential terms in the Framework Agreement or Call-Off Contract, the Agency is encouraged at all times to make all deliverables produced and non-confidential data available to Third Party agencies involved in the delivery of the Client’s current or ongoing scope of work. As part of this the Agency should also be:

* + 1. Leading media post campaign appraisal with support and cooperation from any other Agency involved in media or communications strategy.
    2. Collaborating with and sharing information and insights where required with both the Client, Creative, Research Agency(s) and any other third party as required by the Client.
    3. Complying with all Data Protection Legislation and ensure all future appropriate data safeguards are in place for handling the Client’s data. Identify the Agency data protection officer(s) for compliance with data protection regulations;
    4. The Agency should be fully compliant with UK GDPR and all other relevant data protection legislation and best practices.
    5. Upon request from the Client the Agency must be able to provide a suitable data retention and management policy which includes user controls to prevent unauthorised and/or accidental sharing or use of the Client's data or login credentials;
    6. The Agency must as soon as reasonably practicable, destroy the Client's data upon request or on termination of this Framework Agreement;
    7. The Agency must disclose any data collection and shared data workspaces where the Client’s data might be at risk of being disclosed and/or be co-opted into an unauthorised data pool and confirm that the Client's data is being logically separated;
    8. The Agency must undertake due diligence of the data management platforms and other ad technology suppliers with regards to data security, data privacy compliance, system and user controls and UKEU GDPR and ePrivacy regulations and all other Data Protection Legislation; and
    9. Upon request from the Client the Agency must be able to the Agency must be able to provide a dedicated seat on the Demand Side Platforms (DSP) in order to treat the Client’s data separately from any Agency programmatic trading desk
    10. Upon request from the Client the Agency must be able to the Agency must be able to provide a dedicated instance or account on any Ad Server or equivalent technology in order to treat the Client’s data separately from any other the Agencies other clients.
  1. **Innovation**

The Agency will be expected to be truly innovative in the solutions and recommendations it develops to meet client requirements under this Framework Agreement locally, regionally, domestically and globally this includes but its not limited to :-

* + 1. Seeking out persuasive opportunities unique to public sector, government or central government departments
    2. Challenge the conventional wisdoms and approaches within the media and marketing industry to find the most suitable solutions.
    3. Consider communications issues unique to public sector, government or central government departments and proactive provide recommendations to navigate them
    4. Proactively seek out solutions to engage and effectively communicate to a wide range of audiences
    5. Providing counsel on latest industry trends, developments, emerging media and marketing issues
    6. Proactively seeking out and recommending new audience targeting methods
    7. Proactively seeking out and recommending new media buying techniques,
    8. Proactively seeking out and recommending outcome measurement innovations
    9. Proactively seek out unique media first opportunities with Media Supplier’s and Media Supplier groups.
    10. Keeping stakeholder informed on market developments and industry initiatives and issues that may be relevant to Government
  1. **Value for Money**
     1. The Agency shall adopt a value for money mindset in the commercial relationship with the Client and also allocation of funds on behalf of Clients using this framework.
     2. Delivering value for money involves the efficient, effective and economic use of public funds in the delivery of services. It means seeking out and implementing solutions which achieve the best mix of quality and effectiveness for the least outlay. Decisions should be based on evidenced information and follow agreed processes and policies, challenging these appropriately where they appear to prevent good value for money.
     3. The desired commercial approach for this service is a hybrid approach. Media planning services are to be paid for on a banded rate card by role basis and media buying services are to be paid for one a tiered commission basis. The rates submitted by the agency are considered to be maximum rates.

## **Scope, Specification, Deliverables**

* 1. The subcontracting of Out of Home Media Buying
  2. The Agency will provide Out of Home Media Buying Service to Clients using this Framework Agreement. However it must subcontract those services to the Agency awarded under Lot 3 of RM6123 Media Services and CCS will have full access and visibility of that subcontract. CCS will also determine the commercial terms of that subcontract in line with the commercial remuneration and pricing submission of the Agency awarded under Lot 3 and any subsequent amendments to either of those elements. Unless otherwise agreed between the parties the template for the subcontract will come from the Agency awarded under Lot 3 Out of Home.
  3. Within the subcontract or any appended document, fully accessible to CCS, the Agency will be required to establish with the Agency awarded under Lot 3 of RM6123 Media Services :-  
       
     1. Purchase order protocol
     2. Client billing process and procedures
     3. The handling of the CCS Management Charge
     4. The handling of the GCS Management Charge
     5. Payment terms, and data security.
     6. Defined team contacts
     7. Access to information and date
     8. Best practices and SLA
     9. Schedule for periodic review and reconciliation with CCS or any appointed auditor
  4. **Scope of work**
     1. The following are services that the Agency must deliver to individual public sector organisations using the Framework Agreement. The Agency must work with public sector organisations to ensure that these services are provided in a way that meets their specific requirements.
     2. Clients are encouraged to hold an annual framework review of the Agency scope of work, specification and deliverables. From time to time CCS may review and adjust these scopes of work, specifications and deliverables in line with Client and Agency feedback.
     3. **Scope: Account Management**

The Agency is required to provide account management service to the Client.

* + 1. **Specification(s) :**
       1. The Agency shall provide comprehensive account management services to the Client. The Agency will provide a team structure that delivers against the different requirements. The Agency team structure and approach shall reflect this flexible requirement, avoiding a “one-size” fits all approach.
       2. The Agency 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, and this will be subject to annual review between the Agency and CCS.
       3. The Agency will provide sufficient resources for out of hours, emergency, bank holiday periods and ensure sufficient resilience and back up expertise is available when needed.
       4. The Agency will deliver an agile solution that provides for each and every client, regardless of macro factors (e.g. emergency campaigns, unplanned pauses) whilst mitigating impact on budgets.
       5. The Agency will allocate an account team for each Client. The Agency will work with each Client and provide the media planning and buying implementation service tailored to such Client's requirements.   
          Requirements can be broadly grouped into three types:  
          1. *Strategic implementation*: Clients who have some existing media knowledge, and require deep media expertise with forward thinking approaches and innovation for media routed in the strategy for campaigns. The Agency will be engaged from the first briefing with the creative and planning agencies to facilitate this change in role;
          2. *Support implementation*: Clients who need good quality media thinking and guidance in media opportunities and support in understanding the rationale for proposal and implications of buying recommendations; and
          3. *Buying implementation*: campaigns from Clients that require straightforward booking of media to secure the best value to deliver the desired outcome objective and metric set for the activity.
       6. Deliverable(s) :  
          1. **Account Management Services -** The Agency shall provide comprehensive account management services to the Client.
          2. **Post Campaign Reporting Services -** The Agency shall coordinate all meetings and presentations of campaigns it is or has run for the Client pulling in the relevant resources from across the organisation.
    2. **Scope : Media Strategy and Planning**

The Agency will be required to provide media strategy development services that will consider the full range paid, owned and earned media opportunities available to the client.

* + 1. **Specification(s) :**
       1. The Agency will produce a media strategy that will meet the Client’s desired outcomes and optimise that strategy over the campaign, fiscal year or term of the Call-Off Contract depending on the Client’s requirements.
       2. As part of this the Agency will set Objectives for paid, owned and earned media channels that have a demonstrable link back to the outcomes.
       3. At the end of the relevant period the Agency will conduct a review with the client of the effectiveness of its media strategy. The Agency will take into consideration any available learnings from previous activities or available post campaign reports.
       4. The Agency will be required to continue developing and monitoring on an ongoing basis target audience(s) for all types of campaign objectives including providing initial insights, tracking and reporting on any substantial changes to audience size, profile or media consumption habits over the course of the Clients’ requirements.
       5. The Agency will ensure audience recommendations are specific to the requirements of the brief but suitable to be actioned against across paid, owned and earned media and ensures that audience insight and development are based on valid data and insight points
       6. The Agency will be required to compile and provide insights into media consumption or trends amongst, within or concerning audiences, geographic regions, events, occasions, seasons and issues according the requirements of the brief
       7. The Agency will provide a non-static view of audiences and one that accepts that an audience’s traits and composition may change over time including over the duration of a campaign.
       8. The Agency will take into consideration all and any inaccuracies, markup of errors, ethics and biases in any data and insight points used.
       9. The Agency will make relevant recommendations on media strategy for reaching minority groups, emerging audiences, hard to reach audience groups and taking into account regionality (both domestically and internationally), popular public discourse and prevailing society or global issues in an impartial manner.
       10. The Agency will clearly demonstrate the use of data and analytics to justify relevant initial investment recommendations and any subsequent amends. Investment recommendations made based on ingenuity should include a rationale and an explanation of assumptions made where data or analytics is not available.
       11. The Agency will be proactive in introducing innovative ideas that meet the Client's current requirements as well as any future ones the Agency anticipates.
       12. The Agency will provide a diversity in thought, approach, experience and background to ensure a plethora of ideas are brought to the table.
       13. The Agency will stay abreast of popular culture, discourse, events, regional, domestic and international issues, occasion and technological developments.
       14. The Agency will suitably document and present ideas and recommendations in the most effective formats and tone, taking into consideration its audience.
    2. **Deliverable (s) :**
       1. **Media Strategy** **Document(s)** - Drafting and iterating to finalisation a media strategy document(s) that is aligned with the Client’s communications strategy. Refining and amending that media strategy document, as needed throughout the course of the campaign, fiscal year or term of the Call-Off Contract depending on Client requirements and presenting that strategy and any subsequent amends to the Client at relevant intervals over the term of the Client requirements. The Media Strategy should contain as a minimum an appraisal of the Clients objectives, an identification of the most pivotal elements to achieving those objectives.
       2. **Media Strategy** **Recommendations Document(s)** Drafting and iterating to finalisation a document detailing media channels, flighting, frequency and budgetary recommendations taking into consideration any range of scenarios briefed by the Client. Recommendations shall be appropriately annotated with references to sources.
    3. **Scope : Media implementation**

Consistent with the Media Strategy the Agency shall provide services for planning and actioning the implementation of that strategy.

* + 1. **Specification(s) :**
       1. The Agency shall conduct any further research or verification required at this stage to enable the media plan it produces to have the best possible chance of achieving the outcomes specified in the media strategy document.
       2. The Agency shall ensure that the media plan it produces meets the requirements of the Media Strategy.
       3. The media plan shall detail all anticipated costs to clients
       4. Where the media plan contains products or recommendations that would otherwise require a specific approval procedure. That specific approval procedure must be sought from the client separate to the approval of the media plan, client approval of the media plan shall not be interpreted as specific approval
       5. All approved media plans and media plan rationale must be made available to the Client
       6. The Agency will be required to ensure that clear, challenging and realistic campaign KPIs are set
    2. **Deliverable(s) :**
       1. **Implementational Media Planning Services -** The Agency shall develop a brief to media owners, and the Out of Home Specialist Agency, collect media owner responses and a response from the OOH Specialist Agency and then produce a document or documents detailing the media owner product selection criteria and a media plan(s)
       2. **Media Plan Rationale** **Document(s) -** The Agency will draft and iterate to finalisation a document detailing the selection criteria and reasoning for the media products put forward in the media plan, this can be incorporated into the same document as the Media Plan Document. The document should also reference how the plan put forward will deliver on Outcomes, reach the designated target audience(s) and frequency which the ads will display
       3. **Media Plan Document(s)** The Agency will draft and iterate to finalisation a spreadsheet document detailing a media laydown in granular detail within each media channel, including but no limited to :-  
          1. Exact media investment planned
          2. All technology used and associated costs
          3. All data used and associated costs
          4. All Media suppliers
          5. All Advertising formats and any associated production costs
          6. All Quality parameters
          7. All Total Planned costs
          8. All Amounts reserved as contingency
          9. Gross Media Cost
          10. Net Media Costs
          11. VAT
          12. Agency Discount
          13. Agency Fee
          14. ASBOF
          15. Digital Service Tax
          16. Where biddable is used estimate unit cost
          17. Buy Type
          18. Client Organisation Name
          19. Date
          20. Campaign Name
          21. Approver Name
          22. Approver email
          23. Planner Name
          24. Planner Email
          25. Agency Name
          26. Glossary of any abbreviations used
    3. **Scope : Media Buying**

The Agency will execute media plans to purchase media space locally, regionally and nationally across a range of different channels and platforms to reach all audiences as required by the Client. As part of this scope the Agency is also required to provide Media Campaign Reporting, Advertising Operation Services and a range of services under the umbrella term of Advertising Verification and Assurance.

The following non exhaustive list provides example media channels that the Agency will be expected to capable of making buys in

|  |  |
| --- | --- |
| 1. Regional media | 1. Vod/AdSmart |
| 1. Hyper Local Media | 1. Radio |
| 1. Print – National & Local Press | 1. Digital Radio |
| 1. Print – Local Press | 1. Digital Display |
| 1. Print – Consumer | 1. Experiential |
| 1. Print – Trade Press | 1. Direct Mail |
| 1. Print – Financial Press | 1. Email Marketing |
| 1. Print – Magazine | 1. Pay-per-click (PPC) |
| 1. Print – Specialist Titles | 1. In-app |
| 1. Print – Recruitment | 1. SMS Marketing |
| 1. TV | 1. Cinema |
| 1. Regional TV | 1. Content Marketing |
| 1. Smart TV/Games Console | 1. Voice and Audio Services |
| 1. Telemarketing | 1. Recruitment Channels/Job Boards |
| 1. Search Engines | 1. Addressable Media (including TV) |
| 1. Sponsorship | Out of Home Media |
| 1. Emerging Channels as required (e.g. AI, VR) |  |

* + 1. **Specification(s) :**
       1. Media Campaign Reporting
          1. The Agency should agree with the Client in advance of a campaign commencing a schedule for reporting that includes frequency of reporting, format of the report and the way in which the report will be shared.
          2. Where possible the Agency should seek to automate campaign reporting.
          3. The Agency should on an ongoing basis and before every campaign check with Clients of the usefulness of the reports to be produced and be flexible to Client’s required amendments to make any standardised reporting more suitable for that specific Client
          4. All reports produced must be stored and made accessible to Clients.
          5. All reports should be provided in spreadsheet format and where appropriate retain formulas used to calculate all cells.
          6. Unless requested by Client no reports shall be shared in a image format
          7. Unless requested by Client no reports shall be password protected.
       2. Advertising Operations Services

The Agency is required to provide agile and effective systems of setting up campaigns correctly and in line with any requirements in this Framework Agreement.

The Agency is expected to adopt suitable methods and process to automate advertising operations, minimising risk of human errors and maximising the efficiency and speed which activity can be set live, paused or stop altogether

The Agency is also expect to monitor assets utilisations and provide insight and reporting on underutilised assets

The Agency is also expect to maintain a issues log of trafficking issues with specific creative agencies or clients which add inefficiency to the advertising operations process

The Agency will be expected to follow best practice procedures and make recommendations to clients and third party agencies on issues such as file type, file size, formats and creative suitable to a specific channel

The Agency will be required to ensure best practices regarding campaign tracking are adopted and implemented, such as tagging and utm parameters, to support evaluation. This will include frequent monitoring and auditing of tags in use and removal of those no longer required.

The Agency will be required to provide an advertising operation service that is technically proficient to deliver advanced advertising operations requests such as dynamic creative, dynamic feed sheets and other advancements as they arise.

The Agency must follow and maintain through the course of the Framework Agreement suitable and consistent naming conventions in its advertising operations. At the start of the Framework Agreement the Agency should agree naming conventions with CCS

* + - 1. Advertising Verification and Assurance
         1. Viewability

Targeting an industry-leading Viewability standard is a priority for CCS. It is important that campaign impressions are viewed by the maximum number of people within quality environments to

ensure activity is effective and

demonstrate responsible use of public sector funds. .

The Agency is required to work towards the Viewability goal that has been agreed with the Client.

The default framework definition of a viewable ad impression is :

A served ad impression where the ad was contained in the viewable space of the browser window, on an in-focus browser tab, with 100% Viewability and the following specific durations across the following digital advertising placements:

Display – 100% in view, for a minimum of 1 continuous second

Video (e.g. pre-roll) – 100% in view for half the duration of the ad (15 second cap, sound on)

In-feed Video in Social – 100% in view for half the duration of the ad (15 sec cap, no sound)

The 'In-feed Video in Social' standard refers to video inventory bought on an impression basis across applicable social media platforms

d.) Native/Outstream Video - 100% for half the duration of the ad (15 second cap, no sound)

* + - * 1. The Agency shall agree a definition for Viewability with the Client at the start of the Call-Off Contract, where no definition is agreed the default framework definition shall apply.

The Agency shall work with the Client to test different Viewability standards across campaigns in order to inform longer-term decision making around expected standards and to achieve the most effective outcomes for campaigns.

The Agency is aware of the Coalition for Better Ads and will comply with their ‘Better Ads Standards’ for effective placement of adverts, increased user experience, and the avoidance of ad clutter when supplying the Services.

The Agency shall accept responsibility to have the appropriate measurement technology in place in order to accurately measure Viewable Impressions and Viewability standards.

* + - * 1. **Brand Safety**
        2. All campaign activity on this Framework Agreement is to be led by an innovative approach to brand safety that ensures it is industry-leading. The Agency hold itself to the highest standard of brand safety and make extra efforts to prevent any breaches of brand safety for any Client using this Framework Agreement
        3. The Agency is required to actively keep across tech and industry developments or and issues. The messaging from all public sector organisations using this Framework Agreement needs to appear in environments that inspire and encourage public trust.
        4. The Agency is expected to have measures in place to support the goal of 100% brand safety - this should include but not be limited to the use of an inclusion list and exclusion lists..
        5. Where the Agency needs to rely on human monitoring and reporting for brand safety. The Agency must ensure effective allocation of resources to support that .
        6. The Agency must also consider Brand suitability when considering media products and contexts in which the paid media advertisement of Clients using the Framework Agreement may appear.
        7. Campaign activity needs to be not only brand safe but also suitable for the advertisers’ brand. The activity of the Client’s using the Framework Agreement encompasses various different departments and organisations and a diversity of campaigns with a range of tolerances. The Agency needs to have measures in place that allow for flexibility across government campaigns.
        8. Where ads are placed in connection with any fraudulent, non-viewable and/or unsafe traffic and such ads are paid for by the Agency, the Agency must use reasonable endeavours to recover the value of such ads placed in cash, credits and/or other compensation on a proportionate basis Each Client shall receive a proportionate share of any sums, credits or other compensation where the same is recovered by the Agency.
        9. Where the Agency is not obliged to pay for ads (whether declared as Viewable Impressions or not), the Client shall not be required to pay for such ads.
        10. Where ads are placed in connection with any fraudulent, non-viewable and/or unsafe traffic and such ads are paid for by the Agency, the Agency must use reasonable endeavours to recover the value of such ads placed in cash, credits and/or other compensation on a proportionate basis Each Client shall receive a proportionate share of any sums, credits or other compensation where the same is recovered by the Agency.
        11. The Agency may be asked to provide the Client with a list of websites and apps that appear on its brand safe list so that the Client can create its own list of third party approved websites and apps ("Client Inclusion List").
        12. The Agency may be asked to only run Media Placements on websites and apps if they appear on the Client Inclusion List. The Client shall have the right to amend the Client Inclusion List on 3 Working Days' notice to the Agency.
        13. The Agency shall not put Media Placements on websites, apps, or platforms that it should reasonably be aware contain or link to the following content ("Exclusion Content") unless otherwise approved by the Client in writing:

obscene, indecent or pornographic content (including child pornography);

content that is hateful, threatening, harassing or abusive;

violent content;

content liable to incite racial hatred or other forms of unlawful discrimination;

content liable to incite acts of terrorism;

content containing excessive profanity;

content relating to illegal drugs or drug paraphernalia;

content relating to the sale of firearms, ammunition or other weapons;

content that is defamatory or trade libellous;

content relating to the sale or promotion of counterfeit goods;

content that infringes any third party's Intellectual Property Rights, other proprietary rights or rights of publicity or privacy;

content that contains viruses, trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, surreptitiously intercept, detrimentally interfere with or expropriate any system, data or personal data;

content that is otherwise harmful, unlawful or illegal;

alcohol-related content; (unless required for campaign purposes)

gambling-related content; (unless required for campaign purposes)

tobacco-related content; (unless required for campaign purposes)

content relating to prescription drugs; (unless required for campaign purposes)

unmoderated forums; and/or

content that is harmful to minors in any way or otherwise unsuitable for them to view,

content that could be defined as disinformation and deliberately misleads or misinforms users

environments that do not comply with relevant regulatory or legislative guidance

The Agency shall use appropriate software tools to verify that the websites and apps on the Client Inclusion List do not contain any Exclusion Content. The Client shall not pay for ad impressions, clicks or post-campaign conversions delivered on inventory that contains any Exclusion Content. In the event that the Agency discovers or is notified that a Media Placement has appeared on a website that contains or links to Exclusion Content it shall use its best endeavours to remove the Media Placement as soon as possible and in any event within twenty four (24) hours of discovery or notification.

Notwithstanding the foregoing, the parties acknowledge news reporting editorial about content considered to be Exclusion List Content ("Editorial Content") may feature on Client Inclusion List websites and apps and that the Agency shall not be in breach of this paragraph or any clause in this Framework Agreement if Media Placements are made on Client Inclusion List websites and apps featuring such Editorial Content.

The Agency shall, in conjunction with the Client, conduct quarterly reviews and updates of the Exclusion Content and quarterly audits of the Exclusion Content against ad network buys, programmatic trading and promptly share the results with the Client. This should include a review of any Keyword Blocklists in use.

The Client shall be entitled to request for specific websites or apps to be removed/blocked from its digital campaigns (provided such notice is given at least twenty four (24) hours before activation) and the Client must approve the use of any ad network before any insertion orders (IOs) or trading deals are signed off by the Agency.

The Agency is aware of the Digital Trading Standards Group ("DTSG") "Good Practice Principles" and will comply with those principles, including using its reasonable endeavours to minimise the risk of ad misplacement, when supplying the Services.

The Agency shall not place media on websites or their app counterparts that appear on the Police Intellectual Property Crime Unit ("PIPCU") Infringing Website List.

* + - * 1. Ad Fraud

The Agency shall adopt policies and strategies to identify traffic fraud and mitigate its impact including implementing technology to detect and prevent such fraud and filtering traffic through suppliers who prioritise fraud detection.

Where ad fraud tools are employed, the Client shall only pay for ad impressions, clicks or post-campaign conversions verified by the ad fraud tool as being human traffic and, to enable the Client to verify compliance, the Agency shall provide the Client with access to monthly campaign level ad fraud reports and administrative access to the Client's account on the ad fraud detection platform. Where ads are placed in connection with any fraudulent, non-viewable and/or unsafe traffic and such ads are paid for by the Agency, the Agency must use reasonable endeavours to recover the value of such ads placed in cash, credits and/or other compensation on a proportionate basis Each Client using an appropriate monitoring tool shall receive a proportionate share of any sums, credits or other compensation where the same is recovered by the Agency.

Although much of the above specification refers to digital channels the Agency shall consider equivalent issues in all other channels and work collaboratively with the Client in mitigating them.

* + 1. **Deliverable(s) :**
    2. **Media Buying Services** - The Agency will provide comprehensive media buying services to the Client focusing on all the principles outlined at the beginning of this scope of work document. This includes but is not limited to negotiating media buys on the client’s behalf, seeking out suitable investment opportunities, acting in a complete transparent way in regards to the accrual and allocation of value and adhering to the terms of this agreement and standards as communicated by the Client.
    3. **Advertising Operations Services -** The Agency is required to provide advertising operation services that are agile and suitable to meet the requirements of a variety of clients under this Framework Agreement some of which will be seeking to get activity live as soon as possible. The Agency is also encourage to take an innovative approach to driving further efficiencies in its ad operation services through use of automation
    4. **Campaign Optimisation Services**  - For every media buy the Agency will continue to optimise the campaign on an ongoing basis with the objective of improving campaign performance as much as is possible and in line with the standards as communicated by the Client.
    5. **Media Campaign Reporting Services -** The Agency is required to provide services for Campaign Reporting, which includes at designated times during or after a campaign providing clients with insights, statistics, analysis and update of the status of a campaign or piece of activity within a campaign.
    6. **Log of Media Buy Document(s) -** The Agency shall maintain a log of all non-biddable media buys that have been executed through the Framework Agreement including but not limited to the following pieces of information :-  
       1. Date of Media Buy
       2. Client
       3. Client Campaign
       4. Media Channel
       5. Media Supplier
       6. Media Supplier SME Status
       7. Media Supplier Product
       8. Targeting Used
       9. Buy Type
       10. Unit Cost
       11. Total Media Buy Cost

This Log must be made available to CCS upon request

* + 1. **Reconciled Media Plan Document(s) -**
    2. Reconciled Media Plan Document(s) - The Agency will reconcile all media costs against each approved Client media plan and PO. This will be done within 60 calendar’s day of media activity ending. Invoices and credits will be issued within 30 calendar days of reconciliation, or prior to the start of the fiscal year whichever comes first. The reconciled plan shall be made available to CCS and the Client at all times over the course of the Framework Agreement and for a suitable period of time thereafter.
    3. **Repository of evidence of Live Activity Services** **-**  The Agency is required to maintain and make available to Clients s a repository evidencing the activation of media activity as a minimum the Agency should provide one image of a creative asset in the placement and situation of the a media buy per media channel activated for each campaign.
    4. **Live Campaign Reporting Document(s) -** The Agency is required to provide live and up to date reporting to the client on performance and status of a campaign, the frequency of that reporting should be agreed with the Client taking into consideration the duration of the activity, ongoing rate of investment and the opportunities for optimisations for that activity. The Agency should agree with the client the exact period of time the report should cover.
    5. **Post Campaign Reporting Document(s) -** The Agency is required at the end of the campaign to provide a comprehensive report of the activity that has run. As well as all statistics and information relating to the media the report should also include insight and analysis into learnings and what could be improved from the campaign. The Agency should agree with the Client the relevant time after the campaign has run for the Post Campaign Report to be delivered.
    6. **Scope : Relationship Management Out of Home Specialist Agency**

In accordance with 3.1 above, the Agency will provide Out of Home Media Buying Service to Clients using this framework agreement. However it must subcontract those services to the Agency contracted under Lot 3 of RM6123 Media Services and CCS will have full access and visibility of that subcontract.

The Agency shall work collaboratively with the Out of Home Specialist Agency to deliver a seamless experience to the client.

* + - 1. **Specification(s):**
         1. The Agency shall have the final decision on the recommended media plan but must ensure for every media plan that Out of Home media has been given fair and proper consideration
         2. The Agency is required to include the relevant personnel within the Lot 3 Out of Home Specialist Agency in client meetings, reviews and face to face response to brief meetings. Where the Agency is invited to attend an advance briefing or a briefing involving multiple other agencies it must give the Lot 3 Out of Home Specialist Agency due notice of such a meeting and an opportunity to attend.
         3. CCS will on an ongoing basis monitor and review the relationship between the Agency and the Lot 3 Out of Home Specialist Agency taking interventions necessary.
         4. The Agency is encourage to facilitate embedding opportunities for personnel with the Lot 3 Out of Home Specialist Agency and encouraged to foster a joined up team approach to meeting clients requirements
         5. The Agency is expect to foster a truly transparent relationship with the OOH Specialist Agency sharing all Client information, data and deliverables produced that may be relevant to the agency awarded under Lot 3 Out of Home Specialist Agency
         6. In the case of a dispute between the Lot 3 Out of Home Specialist Agency and the Agency CCS shall act as a point of escalation and with adopt its own procedure for resolving the dispute
         7. As part of the seamless delivery of service to the Client the Agency will be required to act as a billing Agency for the Lot 3 Out of Home Specialist Agency. The Agency will be required to share all information the Lot 3 Out of Home Specialist Agency needs to complete its own MI submission.
      2. **Deliverable(s):**
      3. **Relationship Management Out of Home Media Specialist Service(s)** - With the input of the OOH Specialist Agency the Agency will lead on the design. Implementation and maintenance of a relationship management process and procedure which has the objective of facilitating a seamless customer experience of the joined up services delivered by the two agencies. This is considered to be a Framework Deliverable.
      4. **Client Billing Agent for Out of Home Media Specialist Service(s)** - The Agency will agree to act as a billing agent for the Out of Home Agency Specialist. The intention here is for clients to be able to facilitate the payment of the media secured via the Out of Home Specialist Agency through the same payment facilities as the rest of its media purchases. This is considered to be a Client Deliverable.  
         1. **Terms of Reference Document(s) -** The Agency will lead with the input of the OOH Specialist Agency on a document which will set clear terms and conditions for work together, include regular meetings, the sharing of client information and data, attendance to key client meetings and any restrictions that apply between the two organisations. This document will be reviewed on a regular basis and as a minimum annually in line with the annual review of scope led by CCS. This should be appended to the subcontract which CCS will have full access to. This is considered to be a Framework Deliverable.
         2. **Service Level Agreement Document(s) -** The Agency will lead with the input of the OOH Specialist Agency on a document which provides a set of designated time durations for key deliverables between the two parties and cascading dependables including ad hoc requests from clients and CCS. The Agency will adopt a flexible approach to these SLA. This should be appended to the subcontract which CCS will have full access to. This is considered to be a Framework Deliverable.
         3. **Memorandum of Joint Commitment to Seamless Services Document(s) -** The Agency and the OOH Specialist will both sign a commitment to Seamless Customer Experience and adhere to that commitment through the Framework Agreement. This should be appended to the subcontract which CCS will have full access to. This is considered to be a Framework Deliverable.
  1. **List of Agency Deliverables**

CCS will be holding the Agency to account for the deliverables outlined in this Framework Agreement.

|  |  |  |
| --- | --- | --- |
| # | Scope | Deliverable |
| 1 | Account Management | Account Management Services |
| 2 | Account Management | Post Campaign Reporting Services |
| 3 | Media Strategy and Planning | Media Strategy Document(s) |
| 4 | Media Strategy and Planning | Media Strategy Recommendations Document(s) |
| 5 | Media implementation | Implementational Media Planning Services |
| 6 | Media implementation | Media Plan Rationale Document(s) |
| 7 | Media implementation | Media Plan Document(s) |
| 8 | Media Buying | Media Buying Services |
| 9 | Media Buying | Advertising Operations Services |
| 10 | Media Buying | Campaign Optimisation Services |
| 11 | Media Buying | Media Campaign Reporting Services |
| 12 | Media Buying | Log of Media Buy Document(s) |
| 13 | Media Buying | Reconciled Media Plan Document(s) |
| 14 | Media Buying | Clash Management Procedure Document(s) |
| 15 | Media Buying | Repository of evidence of Live Activity Services |
| 16 | Media Buying | Live Campaign Reporting Document(s) |
| 17 | Media Buying | Post Campaign Reporting Document(s) |
| 18 | Relationship Management Out of Home Specialist Agency | Relationship Management Out of Home Media Specialist Services |
| 19 | Relationship Management Out of Home Specialist Agency | Terms of Reference Document(s) |
| 20 | Relationship Management Out of Home Specialist Agency | Service Level Agreement Document(s) |
| 21 | Relationship Management Out of Home Specialist Agency | Memorandum of Joint Commitment to Seamless Services Document(s) |

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## **Campaign Service Level Agreements**

On an annual basis the service level agreement and timings for the key stages in a campaign will be reviewed and agreed between CCS and the Agency. The Agency is required to take a flexible approach and where possible exceed the agreed upon campaign SLAs. Once the SLAs have been agreed the adherence to the SLAs must be tracked and reported on an ongoing basis.

## **Key Performance Indicators**

The following KPIs are the default applicable KPIs between an Agency awarded under Lot 2 Public Sector Media Planning and Buying and a Client. The Client may in its call of contract vary these KPIs according to its specific requirements. These KPIs are in addition to the Framework KPIs.

|  |  |  |
| --- | --- | --- |
| **Lot 2 Public Sector Media Planning and Buying** | | |
| **Key Performance Indicator (KPI)** | **KPI Target** | **Measured by** |
| The Agency is to provide access to all document form deliverables on an ongoing basis | 100% of all document form deliverables to be accessible by CCS or the Client subject to the terms of the Call Off contract | Quarterly reconciliation of deliverables by the Client |
| The Agency is to achieve a % of SLA Adherence | 75% SLA Adherence | Quarterly reconciliation of SLA Adherence by the Client |
| Unbilled Media, AVBs, Credits and Aged Debt position to be reported quarterly by no later than the first week on the first month of the following quarter  AVB report to include GBP amount by channel and Agency  Unbilled media report to include GBP amount by channel and Agency  Credits and Aged Debt report to include GBP details by 30 days outstanding, 60 days outstanding and 90 days+ outstanding | 80% adherence to delivery of report by agreed upon timings | Quarterly reconciliation of deliverables and date when the deliverables were provided by the Client |
| Services to be provided under Call-Off Contracts to the satisfaction of Clients. | KPI target to be agreed annually and indicative KPI of 50% or Satisfactory for the first year | Half year survey will be issued by CCS to the Clients to measure the performance of the Agency |
| The Agency will run a quarterly, half or full year business review as agreed with the Client. As a minimum there should be a review an end of year review | 100% adherence to agreed upon review schedule | Annual reconciliation of deliverables by the Client |
| Actions identified in  any Audit Report to be  delivered by the dates  set out in the Audit  Report | 80% adherence to agreed upon timings | Confirmation by the Client of  completion of the actions by the agreed upon dates |
| Ensure prompt payment and accurate records of ASBOF Charge /BASBOF Charge payments are maintained. - Independent regulation of advertising authorities | 80% accuracy and the immediate rectification of any errors in levy application | Annual Financial Compliance Audit commissioned by the Client |

## **Agency Relationship Management**

There shall be two level of Agency relationship management for Agencies awarded under this lot

* 1. **Framework Agency Relationship Management**

CCS will undertake comprehensive Agency relationship management to ensure that both Clients and the Agency are fully supported in the use of the framework and professional standards and best practices are adhered to.

On an annual basis CCS will design and agree with the Agency a Agency Relationship Management schedule which will be indicative of the date and timings of all key meetings and deliverables for the ongoing management of the relationship.

CCS will where possible support the Agency with issues that arise from the fulfillment of services under this agreement and the Agency will likewise be supportive of CCS and Clients of the framework in managing the relationship.

* 1. **Call Off Contract Agency Relationship Management**

The Client will undertake suitable Agency relationship management to ensure that the Agency is adhering to the terms and conditions of the Call Off Contract and a collaborative relationship is established and maintained with the Agency. Where minor issues do arise, the Client as a first recourse should consult with the relevant contacts with the Agencies organisations before escalating to CCS.

**Annex C – Client Brief**

Not Applicable- A Client Brief will be issued on a requirement basis along with a Purchase Order for this service.

**Annex D – Agency Proposal**

**Response to Technical Question 2.1.1.**

**[REDACTED under FOIA Section 43 Commercial Interests]**

**Response to Technical Question 2.2.1**

**[REDACTED under FOIA Section 43 Commercial Interests]**

**Response to Commercial Envelope**

**[REDACTED under FOIA Section 43 Commercial Interests]**

**Annex E – Call-Off Terms**



**Annex F – Charges**

Refer to Schedule 3 of the Framework agreement:

**FRAMEWORK SCHEDULE 3 – PART B:**

**MANAGEMENT CHARGES – ALL LOTS**

* 1. **Management Charges**

1.1.2 The Management Charge is the amount payable by the Agency to CCS as set out in this Schedule 3, Part B (and following the process set out in Clause 6) comprising the CCS Management Charge and (where applicable) the GCS Management Charge.

1.1.3 The Management Charge shall apply as set out in 1.4: (i) for Lots 2, 4 and 5 to all Charges for the Services invoiced to Clients (net of VAT); and (ii) for Lots 1 and 3 to all Net Media Value; in each Month throughout the Term and thereafter until the expiry or earlier termination of all Call-Off Contracts entered into pursuant to this Framework Agreement.

1.1.4 The CCS Management Charge will apply in the following way:

1.1.5 Agencies awarded under Lot 2 and 5 of this framework are required to pay a CCS Management on all Charges for Services invoiced to Clients. This will be charged at 1%. This charge is in consideration of the management and administration and administration of this Framework Agreement. The Agency shall not pass this charge through to the Client.

**FRAMEWORK SCHEDULE 3 – PART D:**

**CHARGING STRUCTURE – LOTS 2 AND 5**

* 1. **Applicable Pricing Mechanism**
     1. The Agency will invoice the Client in respect of all Fees, Expenses and Third Party Costs.
     2. The Agency’s Fees shall be on the basis of:
     3. For both Lots 2 and 5 “Time and Materials” shall apply and the provisions of Paragraph 2 shall apply; and
     4. for Lot 2 only “Agency Commission” shall apply in addition as set out in Paragraph 3 below.
  2. **Time and Materials Charges**
     1. Where services are supplied by Agency personnel under the applicable Call-Off Contract then Charges for this work shall be calculated by reference to a Time and Materials pricing mechanism:
     2. the pricing mechanism will be based on the Agency charging for Agency personnel time, with a maximum daily rate for each specified grade.
     3. the day rates set out in Table 1 of Annex 1 shall be used to calculate the relevant Charges, provided that the Supplier (or its Sub-contractor) shall:
     4. not be entitled to include any uplift for risks or contingencies within its day rates;
     5. only be entitled to be paid Charges that have been properly and reasonably incurred, taking into account the Supplier’s obligation to deliver the Services in a proportionate and efficient manner; and
     6. the Supplier shall keep records of hours properly worked by Supplier Personnel (in the form of timesheets) and expenses incurred and submit a summary of the relevant records with each invoice. If the Authority requests copies of such records, the Supplier shall make them available to the Authority within 10 Working Days of the Authority’s request.
     7. The Supplier shall not be entitled to increase the rates set out in Table 1 of Annex 1 which shall not be subject to Indexation.
     8. Except as expressly set out in this section or the Letter of Appointment, the rates shall be exclusive of expenses/ travel and subsistence relating to the provision of deliverables. These will be invoiced to the Buyer on a separate line to the core service for transparency purposes and reported as a separate line on the CCS MI Report. There should only be one line, which covers all Buyer expenses/ travel and subsistence in a month. This should work in conjunction with the Client’s requirements as stated in a Call Off Order Form. The expenses/ travel and subsistence costs are exclusive of costs incurred prior to the commencement of any Call Off Contract, for which the Client will not be liable.
  3. **Agency Commission**
     1. In addition to the applicable Time and materials Charges, “Agency Commission” shall be payable as part of the Charges by the Agency.
     2. “Agency Commission” shall be calculated at the applicable rate set out in the table in Annex 2 below against the applicable Net Media Value [before deduction of AVBs and Unbilled Media].
     3. **General Provisions**
     4. Unless otherwise approved by the Client, or set out in a Brief, all Third Party Costs shall be charged to the Client at net cost without any mark up.
     5. Where a Brief is agreed in addition to an annual scope of work, notwithstanding any other provision of this Framework Agreement and/or a Call-Off Contract, the Client shall not be obliged to pay the Charges (Fees, Expenses and Third Party Costs) relating to that Brief and the Agency shall not be obliged to supply any Services for a Brief until each party has signed the applicable Brief or the scope of work has otherwise been agreed in writing. Where relevant, the Agency shall not be obliged to supply any Services for a Brief until the Client has supplied a valid purchase order number for those Services.
     6. In consideration of the Agency providing the Services set out in an annual scope of work and any Brief, the Client shall pay the Agency the Charges which shall be payable in accordance with the Framework Agreement and/or the relevant Call-Off Contract.
     7. The Charges (Fees, Expenses and Third Party Costs) will be invoiced in accordance with the payment terms set out in the applicable Brief and shall be payable in accordance with the relevant Call-Off Contract.
     8. All sums stated in this Framework Agreement, a Call-Off Contract or in any Brief, quotation or estimate exclude VAT and any other applicable sales tax (unless otherwise stated) which shall also be payable by the Client at the rate prevailing from time to time where applicable. The Agency shall comply with all applicable HMRC and tax guidance and rules in respect of the payment or otherwise of VAT (or applicable sales taxes) by the Client.
     9. The terms of remuneration set out in this Framework Agreement do not cover the performance of services which are outside of a Brief nor do they cover the performance of services outside the Territory. If any such services are required the terms relating to their provision together with the applicable charges will be agreed in writing by the parties.
     10. In the event that the Client fails to make any payment in full when due to the Agency under the relevant Call-Off Contract, then without prejudice to its other rights and remedies under or in connection with this Framework Agreement, any Call-Off Contract or otherwise in law, the Agency shall be entitled to charge the Client interest on such overdue sum at the rate of 2% above the base rate of HSBC in force from time to time calculated from the due date up to the date of payment, provided that:
     11. such interest is claimed at the time of claiming any outstanding amount from the Client;
     12. the Agency shall not be entitled to claim interest for late payment after the Client has settled any outstanding amounts due; and
     13. the Agency shall not be entitled to set off any claim for interest against any other payments payable by the Agency to the Client.
     14. The Client reserves the right to withhold payment of any invoice or part of an invoice where the Client (acting reasonably and in good faith) has a bona fide reason to challenge the validity or accuracy of such invoice. On receipt of any such invoice the Client shall:  
         1. immediately notify the Agency in writing of the reason for such withholding;
         2. pay the undisputed part of such invoice in accordance with the relevant Call-Off Contract; and
         3. work promptly and in good faith with the Agency to resolve any such dispute over the relevant invoice.
     15. If any payment of the Charges, Commission, Expenses or Third Party Costs is subject to tax (whether by way of direct assessment or withholding at its source), the Agency shall be entitled to receive from the Client such amounts as shall ensure that the net receipt to the Agency of the Charges, Fees, Commission, Expenses and Third Party Costs after tax in respect of the payment is the same as it would have been were the payment not subject to such tax.
     16. Where a surcharge is levied by a supplier against the Agency due to late payment and this results from late payment by the Client, the Client shall immediately reimburse to the Agency the amount of such surcharge, together with any accrued interest charged by the supplier in respect of the overdue amount.
     17. Media grids shall be submitted as required during any further competition process and will cover a proportion of the known Client requirements. However, over time the Client expects that new suppliers, formats or buy types that Clients have not purchased previously will appear. The expectation is that the Agency will deliver 'market leading' rates. Any such new rates may be agreed in conjunction with an independent third party (including but not limited to an Auditor) and reviewed through an audit.
     18. Each party shall pay all monies which are payable by it to the other without any right of set off, abatement or withholding in respect of monies which are due to it or alleged to be due to it from the other party.
     19. For the avoidance of doubt, the Agency shall not receive any income, other than the Charges, Expenses or third party costs, stated above, as a direct or indirect result of the Client's spend during the Term.
     20. Notwithstanding any provisions in this Framework Agreement, a Call-Off Contract or the applicable Brief, other than in any territory where the Agency is expressly prohibited by relevant law or regulation from imposing obligations on media vendors to issue invoices within twelve (12) months of the date on which media ran and Agency has notified the Client in advance in writing of this fact, in the event that the Agency issues an invoice and the Client receives such invoice more than twelve (12) months from the date the Agency completed the relevant Services under the invoice, the Agency shall be deemed to have waived its rights to receive payment for such Services and the Client shall be entitled not to make payment for such Services. This provision shall not apply in respect of any invoice which is the subject of a dispute between the Agency and a media vendor and the Agency has notified the Client in advance in writing of such dispute, or where the Client has agreed to later invoicing or where the delay is caused by any other factor beyond the Agency's reasonable control and which has been notified to the Client in advance of such twelve (12) month time limit.
  4. **Rebates and AVBS (Lot 2 Only)**   
     1. In relation to Lot 2 only, the Agency must provide the Client on an half year basis (during the Term and for eighteen (18) months thereafter) with full and accurate reports of:  
        1. each media channel and standard terms of payment (before any AVBs have been applied) applicable for any relevant type of Media Placement);
        2. any actions that are required in order for the AVBs to accrue;
        3. the total of any Direct AVBs; and
        4. the total of any Client AVBs.
     2. In respect of each media channel, the Agency must provide to the Client in writing the amount of all of the AVBs received by the Agency Group in respect of the Client wherever or however accrued by the Agency or the Agency Group and, whether such AVBs are reflected in the amount invoiced by the Media Owner or subsequently provided directly or indirectly to any member of the Agency Group.
     3. It is the intention that the Client will receive the AVBs in the same form as they are received by the Agency but the Client shall inform the Agency as to how it wishes the AVBs to be passed back (such as by way of credit note issued against old invoices, credit note against future Media Placements, or invoiced for payment by the Agency). Where AVBs are to be paid back to the Client, the Agency shall pay such sums to the Client within 6 months of the end of the calendar year in which the relevant AVB(s) was generated and any reconciliation of full payment of accrued AVB(s) within 9 months of the end of the relevant calendar year.
     4. The Agency will take all reasonable steps to pursue Media Owners for any AVBs owed by them to the Agency or Agency Group or the Client.
     5. All AVBS must be returned to Client. The Client will refer to all information sources available to validate AVB returns including consultation with any and all internal and external third parties. CCS will also consider AVB returns in light of media price performance versus contract and media price performance versus the market.
     6. The Agency will provide the Client details of and any rebates and/or benefits received in respect of the following types of Agency rebate so as to ensure that the Client receives the rebates and/or benefits to which it is entitled:
     7. Cash – cash/benefit rebates received by the Agency and/or the Agency Group from Media Owners or otherwise in respect of Media Placements and/or the provision of the Services shall be notified to the Client and paid or provided to the Client in proportion to the Client's spend with each Media Owner providing such cash or benefit to the Agency and/or Agency Group;
     8. Value pot – a non-specific value pot which forms part of an arrangement which the Agency and/or the Agency Group has in respect of the delivery of the Services to the Client deal and which can be used by the Agency on behalf of the Client to deliver Client contracted pricing/value;
     9. Free space – any specific Client volume of activity generating related free space in respect of the Media Owners and Media Placements shall be credited to the same Client who has accrued the free space.