

OMD Group Ltd
Bankside 3
90 - 100 Southwark Street
London
England
SE1 0SW

The Cabinet Office
1 Horse Guards Rd
Westminster
London
SW1A 2HQ

12th August 2020

Dear Sirs

Direct Award of Contract – COVID-19 Media Planning

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

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

The Contract

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

1. The Agency supplied the Services and the Deliverables to complete the Project as specified in Annex A to this letter as if Annex A to this letter was each of a Letter of Appointment and a Statement of Work for the Project comprising of each of a Client Brief and an Agency Proposal.
2. The Contract Charges relating to the Project are specified in Annex A to this letter.
3. The Special Terms set out in the Statement of Works at Annex A to this letter apply to the Contract. The Special Terms set out in Annex A to this letter are terms of this letter.
4. The start date of the Contract for the purpose of specifying a date for the defined term “Effective Date” was **2nd March 2020**.
5. The Client and the Agency acknowledge and agree that:
 - i. each of the Effective Date and the Project Commencement Date occurred before the date on which the Parties documented the terms of the Contract;
 - ii. the terms of the Contract documented in this letter are all of the terms upon which the Parties agreed to contract on and from the Effective Date; and
 - iii. no other written or oral agreements, representations or understandings exist between them in respect of the subject-matter of this Contract.

6. The expiry date of the Contract for the purpose of specifying a date for the defined term “Expiry Date” will be **1st September 2020**.
7. The Client may extend the Contract by up to six months by giving notice to the Agency prior to the end of the then existing Expiry Date, as previously extended where applicable, as many times as are justified by the circumstances of extreme urgency which justify the award of the Contract continue to exist. The Extension Expiry Date is the date on which the Contract ends pursuant to any operation of this paragraph.
8. This Contract is and was not conditional upon the receipt of a Guarantee.
9. The documents from the Call Off Terms specified in Annex B to this letter are and were incorporated into the Contract (the “**Incorporated Documents**”). If any of the Incorporated Documents conflict with any of the terms of this letter, the terms of this letter prevail.
10. References in the Call Off Terms to “Call-Off Contract” shall be read as references to this Contract.
11. Force Majeure Event, as defined in paragraph 1.5 of Schedule 1 to the Call Off Terms, shall exclude any acts, events, omissions, happenings or non-happenings arising out of or in connection to either or both coronavirus (the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)) and/or COVID-19 (the official designation of the disease which can be caused by coronavirus).
12. For the avoidance of doubt, the Framework Agreement and any provision of any Incorporated Document which relates only to the Framework Agreement (other than Clause 6 of the Framework Agreement, Framework Schedule 5 (*MI Reporting Template*) and the corresponding definitions contained in Framework Schedule 1 (*Definitions and Interpretation*) which are incorporated into the Contract by paragraph 13 below) are not incorporated into the Contract.
13. In spite of paragraph 13 above, the Customer and the Supplier agree that:
 - i. clause 6 of the Framework Agreement;
 - ii. Framework Schedule 5 (*MI Reporting Template*); and
 - iii. all definitions for terms defined in Framework Schedule 1 of the Framework Agreement which are capitalised and used in clause 6 of the Framework Agreement and Framework Schedule 5 (*MI Reporting Template*),are incorporated into this Contract so that:
 - A. the Agency shall, on receipt of an invoice from the Crown Commercial Service (“**CCS**”) for the Management Charge, pay the Management Charge and provide Management Information using the process in clause 6 of the Framework Agreement; and
 - B. the Client and the Agency agree that clause 28 of the Contract Terms (*Third Party Rights*) apply to this paragraph 13 to the extent necessary to ensure that CCS will have the right to enforce any obligation owed to it by the Agency under this paragraph 13 in its own right under section 1(1) of the Contract (Rights of Third Parties) Act 1999.
14. References to “Call-Off Contract” in the clauses and schedules of the Framework Agreement which are incorporated into this Contract by paragraph 13 above shall be read as references to this Contract.
15. The Client and the Agency will, each at their own expense, do all acts and things necessary or desirable to give effect to the Contract.

Accepting the offer of the Contract

In the circumstances, **the Cabinet Office** proposes to confirm that the Parties entered into the Contract on 02nd March 2020 exceptionally by an exchange of correspondence rather than signing hard copies of the Contract. I confirm that I am authorised by **the OMD Group Ltd** to accept the terms of the Contract and this letter expresses my intention to authenticate the Contract.

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

To assist us in managing the process, please respond by 14:00 on Thursday 14th August 2020.

Please state the following in your email:

*"I refer to your letter dated 12th **August 2020** (the "**Letter**") in respect of the contract **CCCO20A15 COVID-19 Media Planning** which incorporates terms from Communication Services Framework Agreement RM3796 as set out in the Letter (the "**Contract**"). A copy of the Letter is attached to this email. I am authorised by **the Cabinet Office** (the "**Agency**") to confirm that, on 2nd March 2020 I accepted the terms of the Contract for and on behalf of the Agency, that the Agency intended to be bound by the terms of the Contract, and that the Contract took effect on and from that date."*

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

If we are not sufficiently clear whether or not you confirm that you accepted the terms of the Contract on **2nd March 2020** we will contact you again to ask for clarification.

Contract management information

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

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

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

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

Yours faithfully,

REDACTED
REDACTED

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

Project:	<p>The outbreak of Covid 19 in the UK requires a significant communications effort including through mass marketing channels to provide clear instructions to the public about actions to take to protect themselves and their communities.</p> <p>The Public Information Campaign strategy currently includes the following three tiers of messaging, but the responsiveness to emerging unforeseen priorities are a key requirement of this contract.</p> <p>Tier one: Stay Home Stay Safe</p> <p>Tier two: Keep handwashing more often</p> <p>Look out for a high temperature or a new and continuous cough – even if mild</p> <p>You must isolate your household for 14 days if you have symptoms</p> <p>Tier three: Every Mind Matters</p> <p>Volunteering</p> <p>Staying healthy in isolation</p> <p>Alongside the public information campaigns will be marketing campaigns focused on the economic measures that the Government will need to deliver to support jobs and businesses.</p> <p>The campaigns will deliver the messaging required to increase awareness, understanding of schemes, intention to use the schemes and generate the action required by key audiences segments to protect businesses and the economy.</p> <p>Tier One : Business Support Campaign</p> <p>Future Tiers : inclusive of all workers and worker's rights, the promotion of newly released fiscal measures, labour market resilience, potential recessions response, and economic re-establishment / re-opening / recovery.</p>
Project Commencement Date:	2 nd March 2020
Project Completion Date:	1 st September 2020 with the option of a six (6) month extension
Project Notice Period:	Not Applicable
Overarching Brand/Campaign	Not Applicable

**Services &
Deliverables:**

The Agency shall work effectively across a number of different agency partnerships, including:

Alerting wider agency group upstream at the planning stage to maximise value of partnership opportunities and ensure all are aligned on deadlines and deliverables

Ensuring that all content generated fits with wider creative strategy

Ensuring evaluation metrics and campaign learnings feed in to wider reporting, monitoring and optimisation.

This call-off contract is to maximise agility and flexibility. The extreme importance and urgency of Covid-19 means the supplier will be expected to operate at speed, including out of hours, as required.

Key milestones will be set for specific campaign briefs. The successful Agency will be expected to be capable of providing substantive initial responses within tight turn around periods where required. The Agency should have systems in place to bring in specialist support where required.

**Inclusion of
Additional Schedules**

Not Applicable.

Project Plan:

The following Contract milestones/deliverables shall apply:

Milestone/ Deliverable	Description	Timeframe or Delivery Date
1	Acknowledgement of request	Same (working) day
2	Confirmation when response will be completed	Within 24 hours (working day)
3	Standard planning response time for on-going activity	Target three working days. Maximum of five working days
4	Standard response time for major new campaign	Target five working days. Maximum of 10 working days

Contract Charges:	As per Annex D – Pricing Information. Total Call-Off value is not to exceed £6,000,000.00 (EX VAT). As this is a Call-Off Contract no minimum spend is guaranteed.
Client Materials:	Not Applicable.
International locations	Not Applicable.
Client Affiliates:	Not Applicable.
Special Terms:	Not Applicable.
Key Individuals :	Agency: REDACTED
Authorised Agency Approver:	REDACTED
Authorised Client Approver:	REDACTED

Annex B Incorporated Documents

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

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

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

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

The Incorporated Documents can be found at **REDACTED**

Annex C
Contract Management Information

CLIENT CONFIDENTIAL INFORMATION

The Supplier shall acknowledge and protect all sensitive and confidential information its employees have access to. The Supplier shall also ensure their IT security systems are sufficiently robust to prevent confidential and sensitive material being made available to the public.

CLIENT'S INVOICE ADDRESS:

REDACTED

CLIENT'S SECURITY POLICY

The Supplier shall acknowledge and protect all sensitive and confidential information its employees have access to. The Supplier shall also ensure their IT security systems are sufficiently robust to prevent confidential and sensitive material being made available to the public.

INSURANCE REQUIREMENTS

Public liability insurance to cover all risks in the performance of the Contract, with a minimum limit of £1,000,000.00 million for each individual claim

Employers' liability insurance with a minimum limit of £5,000,000.00 indemnity

Professional indemnity insurance adequate to cover all risks in the performance of the Contract with a minimum limit of indemnity of £1,000,000.00 for each individual claim

MAXIMUM LIABILITY

For the purposes of Clause 18 of the Call-Off Terms, the figure specified for limitation of liability will be £6,000,000.00 (ex VAT) as if this letter were the Letter of Appointment.

PURCHASE ORDER NUMBER

To be Advised.

STANDARDS

Standards detailed by the Client in the Letter of Appointment and any Statement of Work or agreed between the Parties from time to time.

Annex D
Pricing Information

REDACTED

Annex E
Technical Response

Questions

REDACTED