



FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CALL-OFF TERMS

Part 1: Letter of Appointment

The Gate London
90 Tottenham Court Road
London
W1T 4TJ

Dear REDACTED

Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM3796) between CCS and the Agency dated 16/01/17.

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:	CCPR18A03
From:	College of Policing ("Client")
To:	The Gate London ("Agent")

Effective Date:	23/11/18
Expiry Date:	End date of Initial Period 14/02/19 End date of Maximum Extension Period 25/04/19 Minimum written notice to Agency in respect of extension: 4 weeks

Relevant Lot:	6 - Creative Development and Delivery
Services required:	Set out in Section 2 (Services offered) and refined by: the Client's Brief attached at Annex A and the Agency's Proposal attached at Annex B.
Statement of Work	The Statement of Work is attached at Annex A and no further Statements of Work shall be entered into.



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Key Individuals:	Client: REDACTED Agency: REDACTED
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Guarantor(s)	N/A
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Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	<p>Day rates: REDACTED</p> <p>Capped Costs: REDACTED</p> <p>The maximum capped contract value (ex VAT) shall be £59,175.00. This amount was submitted by the Agency to deliver the defined work requirement as was stated in the Statement of Requirement. Payment will be made in line with the costs above as submitted at tender stage.</p> <p>REDACTED</p>
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Insurance Requirements	Please refer to the Terms and Conditions of Framework RM3796 Communication Services.
Client billing address for invoicing:	REDACTED

Alternative and/or additional provisions:	Please see the additional IPR and GDPR clause at Schedule 6 within Appendix C.
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FORMATION OF CALL OFF CONTRACT

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

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Terms.

The Parties hereby acknowledge and agree that this Call-Off Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.

For and on behalf of the Agency:
REDACTED

For and on behalf of the Client:
REDACTED

ANNEX A

Client Brief

1. SCOPE OF REQUIREMENT

1.1. The main objectives of the Contract are as follows:

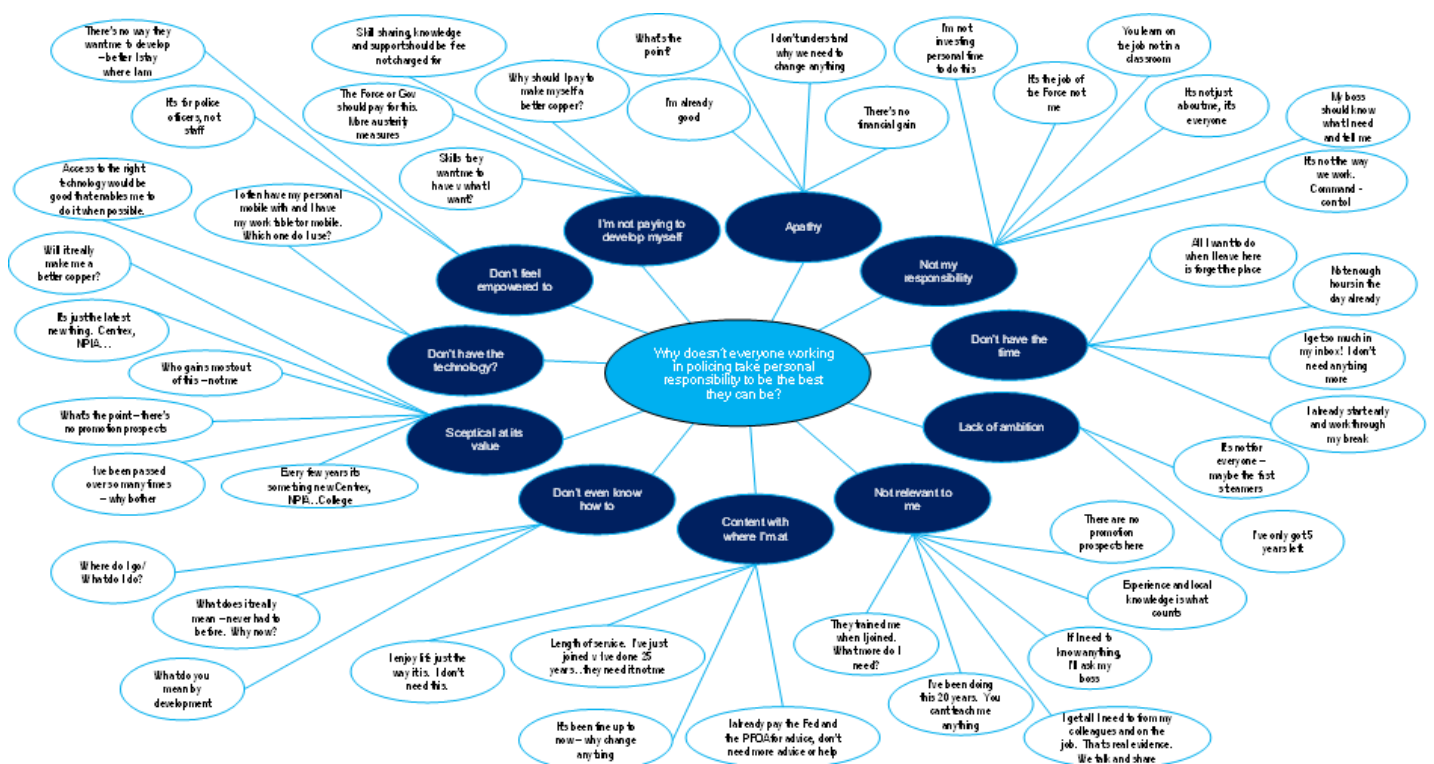
- 1.1.1. The Agency shall develop a clear brand architecture, which considers all existing products and services, under a single College brand providing clear direction on the use or development of any sub-brands.
- 1.1.2. The Agency shall develop a new logo/visual look and feel to improve impact and engagement, drive consistency across all channels, and differentiate the brand in the policing landscape. The Client would expect to see a number of options created (minimum of three) through this process as part of the Contract to explore the creative ambition of the College, and provide clear direction for the development of the chosen route. Any design solution needs to address and resolve the tension between engagement at a policy/direction setting level alongside that of engaging with frontline officers and staff.
- 1.1.3. The Agency shall provide clear direction for the development (but not delivery) of an image library which will be a key component of any new visual design style. A separate budget is available for this and it will be taken forward as a separate exercise at a later date.
- 1.1.4. The Agency shall ensure that the proposed solution to tackle the issues highlighted in this brief are pragmatic, practical and cost effective for the Client to reproduce in the future.
- 1.1.5. The development of a comprehensive identity manual together with the creation of templates for implementation would be a separate project and is not part of this procurement.

2. THE REQUIREMENT

- 2.1. The Agency shall develop a new logo, transforming the visual look and feel; to improve impact, engagement, and drive consistency.
- 2.2. The Client therefore needs to overhaul their approach to enable the brand to flex between producing engaging content on policy/standard setting for Chiefs/Senior Officers as well as shorter, sharper bitesize content for frontline officers and staff.
- 2.3. The standard/policy setting aspects of the Client does call for longer form communication, a more considered read where the audience has far greater time to consume and absorb. That said, the work produced currently needs to be brought to life, and made far easier to consume, making better use of imagery, graphics and typography.
- 2.4. In contrast to this, the professional body/membership side to the Client has to fight hard for attention amongst an audience that is time poor, under pressure, and competing with



communications from other policing organisations. This is more likely to be accessed on a smart phone or tablet and the Client needs to be able to adapt the approach to ensure that these are effective. The Client also develops and delivers a large number of learning products through their online managed learning environment (MLE – now being called College Learn) and the solution needs to embrace their needs too, providing direction on the development/use of icons etc. as well as how the Client can develop a consistent approach to video/animation. Analysis of existing desk research that was conducted with frontline officers revealed some of the challenges in engaging an audience who are under significant pressure. The chart below details some of the barriers which impact upon their ability to invest time in “being the best they can be”.



2.5. The Agency shall also provide direction on the development of an image library and iconography and how this can also be used to help differentiate the brand in the landscape. There is a separate budget available (separate to this Contract) for the commissioning of that work (presuming the need for photography), but its direction needs to be driven by the answer to this requirement.

2.6. The Agency shall deliver a new logo and visual look and feel across all channels which can help to differentiate the Client brand in the policing landscape.

2.7. The policing landscape is crowded with a large number of organisations which have similar design styles both typographically and graphically. There are 43 forces across



England and Wales that use similar imagery, and alongside this there is the Police Federation, NPCC, Superintendents Association etc. all of whom have largely similar approaches – which has strong use of blue/red/white/black with lots of pictures of officers at work. It would be easy to improve visual impact but remain just another organisation in the landscape. Differentiating in the landscape is also essential.

- 2.8. The Client needs to stand out in this landscape, it is not a Force, but it does need to be seen as a critical part of the policing family, integral to the success and future of policing.
- 2.9. This requirement and the resulting deliverables will help to drive a dramatic improvement in the quality of communications – improving impact. It's essential that the Client is able to build a visual style that is easily recognisable as being from the Client across all communications, and not blend into the crowd. Frontline officers and staff have a number of interactions with the Client already, some of which they don't even recognise or realise is from the Client. It's important that there is consistency across all communications, so that wherever they encounter Client communications, it is clear that it is from the Client.

3. KEY MILESTONES

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

Milestone	Description	Timeframe
1	Project immersion and audit to demonstrate understanding of the brand, integration with the Client's purpose and priorities work, developing a revised customer focused brand architecture.	By end of weeks 3 to 4 from Contract start date
2	Delivery of 3 or more high level routes to explore direction/ambition of the College and seek agreement on one preferred route to develop fully.	By end of weeks 6 to 8 from Contract start date
3	Development of one agreed visual look and feel.	By end of week 10 from Contract start date
4	Development and delivery of brief for the development of an image library, providing clear direction.	By end of week 10 from Contract start date

4. CLIENT'S RESPONSIBILITIES

- 4.1. The Client will ensure that in the audit phase of the project, the Agency has access to all key individuals across the College who own or can inform and add further depth to the brief already provided.

5. REPORTING

- 5.1. Throughout the project the Agency will be required to report weekly progress against the deliverables; weekly meetings will be discussed and agreed between the Client and Agency.

6. CONTINUOUS IMPROVEMENT

- 6.1. Changes to the way in which the Services are to be delivered must be brought to the Client's attention and agreed prior to any changes being implemented.

7. STAFF AND CUSTOMER SERVICE

- 7.1. The Client requires the Agency to provide a sufficient level of resource throughout the duration of the Brand Development Contract in order to consistently deliver a quality service to all Parties.
- 7.2. Agency staff assigned to the Brand Development Contract shall have the relevant skills and experience to deliver the Contract.
- 7.3. The Agency shall ensure that staff understand the Client's vision and objectives and will provide excellent customer service to the Client throughout the duration of the Contract.

8. SERVICE LEVELS AND PERFORMANCE

- 8.1. The Agency should note that the Authority will measure the quality of delivery against the milestones set out in Section 3.1.

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery timescales	Monitoring progress against the key milestone dates that will be supplied as set out in Section 3.1	100%
2	Quality	The Agency will be required to submit any agreed changes to the chosen logo/visual route within 10	100%



		days, following the submission to the College Board for approval	
3	Project Management	Throughout the project the Agency will be required to report weekly progress against the deliverables	100%
4	Project Management	The Agency will be required to attend weekly meetings with the Client	100%
5	Project Management	All action points from progress meetings circulated and agreed within two days of meeting	100%

- 8.2. The Client will measure the quality of the Agency's delivery by: monitoring progress against the milestone dates in 3.1. Payment of invoices will be subject to the Client confirming that milestones 2 and 4 have been successfully achieved.
- 8.3. The Client will maintain a record of Agency's adherence to the agreed service level and performance timelines. Any non-adherence will result in performance review meetings between the Client and the successful Agency, to provide a full debrief and explanation as to why the service level agreement was not met. Improvement plans will also be established here.
- 8.4. Continued failure to meet the service level agreements, defined as more than 2 failures to meet the SLA's within any rolling monthly period, will trigger a performance review meeting and the drafting and implementation of an improvement plan. This improvement plan must be satisfactorily delivered within 3 days of the agreed plan. Where the successful Agency fails to deliver a plan to the required standard, the Client reserves the right to terminate the services in line with Annex D- Terms and Conditions.
- 8.5. The Agency is required to provide all such assistance as may be necessary to ensure a seamless handover to a new supplier where poor performance leads to early termination of the contract.

9. SECURITY REQUIREMENTS

- 9.1. The Agency's staff who work on this Contract and attend College sites will need to or be willing to undergo a Police National Computer (PNC) check.

10. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 10.1. All intellectual property rights in any materials provided by the Client to the Agency for the purposes of this Agreement shall remain the property of the Client but the Client hereby grants the Agency a royalty free, non-exclusive, non-sub-licensable and non-



transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Agency to perform its obligations under the Agreement.

- 10.2. In the event that the Agency uses any third party copyright or other intellectual property in its performance of its obligations under the Agreement, it hereby represents, undertakes and warrants to the Client that it shall possess and maintain all necessary licences, authorisations and consents for the Agency and the Client to use (with a right to sub license) such copyright or intellectual property for the purposes of this Agreement.
- 10.3. All intellectual property rights in any materials created or developed by the Agency pursuant to this Agreement or arising as a result of the provision of the Services shall vest in the Client and the Agency hereby assigns by way of current assignment of future rights with full title guarantee free from any restrictions or third party right, all such Intellectual Property Rights to the Customer and undertakes to procure that any third party engaged by the Agency to produce materials pursuant to this Agreement shall assign such Intellectual Property Rights to the Customer.
- 10.4. The Agency shall indemnify, and keep indemnified, the Client in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Client as a result of or in connection with any claim made against the Client for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Agency or any Staff, agents or subcontractors (including students).
- 10.5. The Agency shall obtain waivers of all moral rights in any materials created or developed by the Agency pursuant to this Agreement or arising as a result of the provision of the Services to which any individual is now or may be at any future time entitled.
- 10.6. The Agency shall not furnish the name, trademark or proprietary indicia of the College of Policing, use as a reference, or utilise the name, trademark or proprietary indicia of the College of Policing, in any customer list, advertising, announcement, press release or promotional materials, including testimonials, quotations, case studies, and other endorsements. No exceptions are granted without the prior written consent of the Client. Such consent to be granted or withheld is the sole and absolute discretion of the Client.
- 10.7. For the avoidance of doubt, these additional IPR terms shall survive the expiry or earlier termination of this Agreement, and will take precedent over or replace the IPR clause within the framework Terms and Conditions.

11. LOCATION

- 11.1. The location of the meetings will be carried out at 1-7 Old Queen Street, Westminster, London, SW1H 9HP. The location of the Services will be carried out at the Agency's premises.



ANNEX B

Agency Proposal

Submitted 25/10/18 and presentation of 13/11/18 an extract of which can be seen below:

REDACTED



ANNEX C

Statement of Works

N/A



Part 2: Call-Off Terms

Please see Appendix C