



Ministry of Housing,
Communities &
Local Government

Dear Supplier

Letter of Appointment – Northern Powerhouse Creative Campaign

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM3774) between CCS and the Agency.

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:	CPD/004/119/067
From:	Ministry of Housing, Communities & Local Government ("Client")
To:	Havas UK Limited ("Agency")

Effective Date:	21 January 2019
Expiry Date:	End date of Initial Period 20 July 2019 End date of Maximum Extension Period 20 January 2020 Minimum written notice to Agency in respect of extension: 14 days

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
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Key Individuals:	REDACTED REDACTED REDACTED REDACTED
Guarantor(s):	N/A

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	£303,582.92 This is the initial call-off value. Payment shall only be made upon satisfactory completion and MHCLG acceptance of each deliverable and/or task. Any additional work will be in accordance with the rate card. No work can be guaranteed beyond 31 March 2019.
Insurance Requirements	No additional insurance requirements above those set out in the framework terms and conditions.
Client billing address for invoicing:	REDACTED

Alternative and/or additional provisions:	The following provisions shall apply to this call-off contract: <ul style="list-style-type: none"> • The Client will retain IPR of any materials produced throughout the period of the campaign. • Any IPR assets that are transferred from the incumbent Agency will be retained by the Client. • The Agency must transfer all assets to the Client when requested or at the end of the campaign at no extra cost to the Client.
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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:

For and on behalf of the Client:

Name and Title:

Name and Title:

Signature:

Signature:

Date:

Date:

ANNEX A

Client Brief

As set out in attachment "*04 Appendix B - Statement of Requirements NPH*".

ANNEX B

Agency Proposal

As set out in the following attachments:

1. "*05 Havas_Village_Manchester_For_NPH_ITT response*" - written proposal
2. "*06 Havas PR - NPH Presentation 08 Jan*" - includes clarifications of the original proposal.

Part 1: Call-Off Terms

As set out in attachment "*02 Call Off Contract and Terms & Conditions - NPH v1.0*".