

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

Part 1: Letter of Appointment

CCCS18A04- Department for Transport Media Channel Strategy and Planning

Dear Sirs

Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM3796) 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:	To be confirmed
From:	The Department for Transport ("Client")
To:	Wavemaker Limited ("Agency")

Effective Date:	6 th September 2018
Expiry Date:	End date of Initial Period-5 th September 2021 End date of Maximum Extension Period- 5 th September 2022 Minimum written notice to Agency in respect of extension: 3 months.

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. The Parties may enter into such Statements of Works as are agreed between the Parties. All call-off work must be agreed between both Parties using the Statement of Work, or another briefing template mutually agreed between both Parties
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Key Individuals:	For the Client: REDACTED For the Agency: REDACTED
Guarantor(s)	N/A

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	<p>Payment will be made in line with the rate card below. Rates will be held firm for the whole contract period and are inclusive of all expenses including travel and subsistence.</p> <p>REDACTED</p> <p>The total Contract value will not exceed £1,000,000.00. This is a call off contract and therefore there is no guarantee of spend. Services to be provided will be agreed between the Client and Agency prior to commencement of any work. Services to be provided will be outlined in a statement of works or agreed document as outlined in 'Services to be provided' above.</p> <p>Detailed, itemised cost estimates must be provided and signed off by the Client before any work commences. After which a Purchase Order will be provided by the Client. Payment will only be made following satisfactory delivery of pre-agreed certified products and milestones as agreed as part of any Statement of Works. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs in line with the Contract rate card.</p> <p>The Agency will need to register on the DfT payment system (SAP).</p>
Insurance Requirements	No additional insurance requirements above those stipulated in the Framework Terms and Conditions

Client billing address for invoicing:	<p>Agency invoices should be sent to either (not both):</p> <p>A. By email to SSa.invoice@dftssc.gsi.gov.uk in PDF format. Restricted apply and it is the Agency's responsibility to ensure the email is received by the Account Payable team.</p> <p>B. By post to: Accounts Payable, Shared Services arvato, 5 Sandringham Park, Swansea Vale, Swansea SA7 0EA</p>
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Alternative and/or additional provisions:	The Agency will be required to adhere to GDPR. Further details can be found at Annex C- Call of terms and conditions, Call-off schedule 8 Additional Clauses.
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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:

Name and Title:

Signature:

Date:

For and on behalf of the Client:

Name and Title:

Signature:

Date:

ANNEX A

Client Brief

1. BACKGROUND TO THE CONTRACTING AUTHORITY

- 1.1 The Client is seeking to appoint an Agency to deliver an 'audience first' approach to the THINK! road safety campaign.
- 1.2 Although THINK! is well-established and has a long track record of effectiveness, the Client welcomes innovation and creativity with the aim of putting road safety back in the limelight and addressing the plateauing casualty rate. The Agency, will work in partnership with the Client's agencies, including its creative agency, Young & Rubicam, to help achieve this.
- 1.3 The Agency will also be required to provide flexibility to carry out media planning across the Client's wider policy agenda and communications Group as and when required on a Call-Off basis. This will include a range of other DFT campaigns.

2. SCOPE OF REQUIREMENT

- 2.1 The Agency is required to develop and deliver an always on media strategy for THINK! to target young men (aged 17-24) to reduce the number of people killed and seriously injured on the roads.
- 2.2 Young men and other road users need to be alive to the dangers on the roads and adopt the safest behaviours to cut casualties.
- 2.3 THINK! has an approved budget of £5.3m in 2018/19. This budget is to cover all communications activity, including paid for media, stakeholder and partnership activity, production, agency fees and research and evaluation programmes. The media planning budget is up to £250,000 per year including access to other specialist departments within the agency.
- 2.4 The Agency may also be required to undertake media planning work for other Client campaigns across the Client's wider policy agenda and communications Group as and when required on a Call-Off basis. This will include, other DFT Group campaigns, including but not limited to DVLA, Highways England and Go Ultra Low.
 - 2.4.1 Launched in January 2014, Go Ultra Low aims to increase purchase consideration of Ultra Low Emission Vehicles (ULEVs). The campaign is a joint funded partnership, with 50% government funding and 50% funding from vehicle manufacturers. There are currently seven vehicle manufacturers signed up for the 2018/19 campaign (Audi, Hyundai, Kia, Mercedes Benz, Nissan, Toyota, and VW) resulting in a total annual budget of £3.5m. Of the £3.5m, approximately £1.75m will be spent on media buying. The main above the line campaign has been planned to run between January and May 2019. Planning for this activity will also be required.

- 2.5 The appointed Agency will be required to:

REQUIREMENT	Further detail
<p>Communications channel strategy and planning services for individual campaigns, briefed, costed and agreed on a project-by-project basis.</p>	<p>The requirement may include:</p> <p>Demonstrating a full understanding of the target audience; and mapping of their journey including touch points and timeframes to inform channel selection. Developing comprehensive communications channel strategies and creating comprehensive channel plans (including owned and earned as well as paid-for both online and offline channels).</p> <p>The channel strategy and plan must provide an assessment of a range of appropriate channels for the target audience with advantages and disadvantages, risks, budget information and estimate delivery figures such as reach engagement etc.</p> <p>Working in close partnership with the Client's creative and research agencies to find innovative solutions to communications challenges. Working as part of an all agency team to respond to briefs and evaluate campaigns. Working closely with the creative agency to ensure creative and media strategies complement each other, add value and achieve impact.</p>
<p>Campaign Management, Briefing and Evaluation of Campaign Plans</p>	<p>Manage the day to day running of the account including budget planning and finance management.</p> <p>Scoping the appropriate team and hours required to respond to brief.</p> <p>Effectively briefing the buying agency through a clearly written buying brief and, where appropriate, a meeting to take the buying agency through the brief.</p>

	Evaluating the channel strategy and plan, as well as the contribution it has made to the overall campaign, based on an analysis of outputs by channel.
The Agency shall ensure a member of staff is available to provide circa 5 hours of ad hoc advice to projects outside of the Think! campaign. These projects shall be agreed between the Client and Agency. The Client will only pay for services provided, based on the Rate Card submitted by the Agency.	Providing a prompt and accurate response to ad-hoc requests for communications planning advice, for example, audience and channel data or scoping communications opportunities around a new priority issue.
Ensuring DfT is an informed client - training and upskilling of DfT staff, at no cost to DfT	The winning agency will provide tools and resources to upskill the Client so they have a good understanding of communications planning and the media landscape. Examples include: inducting new members of the team, sharing useful industry summaries, training days, periodic presentations on key media trends and planning tools, arrangement of meetings with key media owners etc.

Please note:

- 2.5.1 All campaigns will be subject to approval by Ministers and the Cabinet's Office's Professional Assurance Communications Control. The appointed Agency should provide relevant data and statistics to support their campaign strategy, which can be included in the Professional Assurance case.

2.5.2 THINK! covers England and Wales only. Road safety is a devolved issue, with Scotland running its own programme of road safety communications. Consideration should be given as to whether resources are translated in to Welsh to increase take up with Welsh audiences.

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	Kick-off meeting with the THINK! marketing team	Week 1 of Contract Award
2	Handover meeting with current media agency (Carat)	TBC
3	Meeting with the creative agency (Y&R)	Week 3 of Contract Award
4	Complete initial review of the THINK! campaign and strategy	Week 4 of Contract Award
5	Develop and agree a media strategy for 2018/19	Within week 6 of Contract Award
6	Agree and brief campaign plans	Within week 8 weeks of Contract Award
7	Response to a Brief	Within 5 working days – The Client acknowledges that this timeframe will likely change based on the complexity, scope and urgency of any individual brief.

4. AUTHORITY'S RESPONSIBILITIES

4.1 The Client will assign Campaign Managers to each brief and will commit to regular status calls and performance reviews. Written feedback on media plans will be provided within a week of receiving proposals.

5. REPORTING

5.1 The Agency will be expected to attend all relevant meetings and contribute updates to the weekly all Agency status meetings and trackers.

5.2 Quarterly Contract reviews will be held to take stock of how the project is progressing and how well the services are being delivered.

6. VOLUMES

- 6.1 Full year planning for up to five large campaigns and up to ten smaller media activations per year.

7. CONTINUOUS IMPROVEMENT

- 7.1 The Agency will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 7.2 The Agency should present new ways of working to the Client during quarterly Contract review meetings.
- 7.3 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.

8. QUALITY

- 8.1 Proposals need to be evidence based and have clear sourcing as they will be used to inform Professional Assurance approval. Depending on the brief, each response will need to be provided in certain formats. This could be a written document (Word), or a PowerPoint presentation.

9. PRICE

- 9.1 The total budget for the THINK! campaign is £5.3 million a year, subject to professional assurance approval from Cabinet Office. The client retains the right not to spend all of the budget.
- 9.2 The THINK! media budget is £3m for 2018-19.

10. STAFF AND CUSTOMER SERVICE

- 10.1 The Client requires the Agency to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.
- 10.2 Agency's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.
- 10.3 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.
- 10.4 Agency Account team changes should be communicated to the Client in a timely manner. They should hand over the Client's account as appropriate and be replaced with someone of comparable skills.
- 10.5 The Client expects the Agency to create a detailed project management plan for campaign development and delivery.
- 10.6 The Client expects to meet the Agency regularly and for the Agency to arrange weekly status reports.
- 10.7 The Agency is expected to attend research and evaluation presentations, in person, as and when is required. Please note these meetings will be held in London.

11. SERVICE LEVELS AND PERFORMANCE

11.1 The Client will measure the quality of the Agency's delivery by:

11.1.1

KPI/SLA	Service Area	KPI/SLA description	Target
1	Account Management	Delivers against agreed time schedules and budgets. The Supplier shall ensure that staffing levels are maintained to ensure delivery is managed accordingly.	100%
2	Account Management	Provides accurate reporting and invoicing within a timeline agreed with the Authority.	100%
3	Account management	The Supplier shall ensure that all members of staff allocated to work on this Contract, will be fully briefed on the overarching aims and objectives of the requirement. Where work is transferred between staff – new staff members will also be briefed accordingly.	100%
4	Account Management	The Agency must attend quarterly review meetings to review performance and identify and implement improvements.	100%

11.2 The Agency must provide a robust escalation procedure to help resolve any issues that may arise with the project delivery. This should include the provision of a dedicated point of contact within the Agency who can deal with and resolve such issues.

11.3 Where the Client identifies poor performance (4 consecutive failures in the space of any 6 month period) against the KPIs 1 - 5, the Agency shall be required to attend a performance review meeting. The performance review meeting shall be at an agreed time no later than 5 working days from the date of notification at the Client's premises.

11.4 The Agency shall be required to provide a full incident report which describes the issues and identifies the causes. The Agency will also be required to prepare a full and robust 'Service Improvement Action Plan' which sets out its proposals to remedy the service failure. The Service Improvement Plan shall be subject to amendment following the performance review meeting and agreed by both parties prior to implementation.

11.5 The Client agrees to work in collaboration with the Client to resolve any service failure issues, however, it will remain the sole responsibility of the Agency to resolve any service failure issues fully.

11.6 Where the Supplier fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, the Client reserves the right to seek early termination of the Contract in accordance with the procedures set out in Annex C - Terms and Conditions.

12. SECURITY REQUIREMENTS

12.1 The Agency will be expected to keep campaign materials confidential until agreed embargoed supply or launch dates.

12.2 Photographic ID will be required for meetings at the Client offices.

13. INTELLECTUAL PROPERTY RIGHTS (IPR)

13.1 The Client will retain IPR of any materials produced by Agency, exclusively for Client, as part of the Services, throughout the period of the campaign.

14. LOCATION

14.1 The Services will be carried out at the Agency's offices, however, the Agency will be expected to attend meetings at the Client's office at Great Minster House, 33 Horseferry Rd, Westminster, London SW1P 4DR.

ANNEX B

Services will be delivered in line with the tender response of 17th August 2018 and presentation of 20th August 2018 an extract of which is below:

REDACTED

Part 2: Call-Off Terms
Annex C-Terms and Conditions