

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

Part 1: Letter of Appointment

REDACTED

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 dated 21/07/2020.

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 at commencement of Contract |
| From: | HM Treasury ("Client") |
| To: | W&J Linney Limited ("Agent") |

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|-----------------|--|
| Effective Date: | 22/07/2020 |
| Expiry Date: | End date of Initial Period: Tuesday 29 th September 2020 End date of Maximum Extension Period: Tuesday 13 th October 2020 Minimum written notice to Agency in respect of extension: Thirty (30) days |

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|--------------------|--|
| Relevant Lot: | Lot 9: Production |
| 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 C and no further Statements of Work shall be entered into. |

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| Key Individuals: | REDACTED |
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|--------------|------|
| Guarantor(s) | None |
|--------------|------|

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|--|---|
| Maximum Call Off Contract Charges (including any applicable discount(s), but excluding VAT): | <p>£20,833.00</p> <p>The Contracting Authority will draw on up to the maximum budget set in 13.1.</p> <p>The Supplier must provide the Contracting Authority with two invoices for payment. The Supplier will supply an invoice after week 5 for completed graphics and a further invoice upon completion of the remainder of the work.</p> |
| Liability | <p>Agency Liability: See clause 18.3 of Call Off Contract</p> <p>Client Liability: See clause 18.5 of Call Off Contract</p> |
| Insurance Requirements | Additional public liability insurance to cover all risks in the performance of the Call-Off Contract, with a minimum limit of £5 million for each individual claim |
| Client billing address for invoicing: | <p>Upon competition of this contract, the Supplier is expected to supply a valid invoice.</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p> <p>REDACTED</p> |

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| GDPR | See Call-Off Schedule 8 (Authorised Processing Template) on the Terms and Conditions. |
| Alternative and/or additional provisions: | None. |

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: REDACTED

For and on behalf of the Client:

Name and Title: REDACTED

RM3796 – Communication Services
Letter of Appointment
Attachment 4

© Crown Copyright 2016

Signature: REDACTED
Date: 22/07/2020

Signature: REDACTED
Date: 22/07/2020

ANNEX A

Client Brief

DEFINITIONS

| Expression or Acronym | Definition |
|-----------------------|---|
| The Supplier | The graphics provider |
| The Authority | Her Majesty's Treasury |
| Infographics | A range of visual images including graphs, charts, tables, and visual representations of key concepts and equations |

1. SCOPE OF REQUIREMENT

- 1.1 The aim of this work is to convey data, challenging concepts and key messages discussed in the Review in a creative and visual way to aid the reader to better understand those concepts and key messages.
- 1.2 The contract is for ten (10) weeks with an additional option to extend for a further two (2) weeks.
- 1.3 The Authority is looking for approximately 50 infographics with roughly 3 iterations of each, ranging from Basic to Advanced. The infographics will include graphs, charts, tables, concepts and equations. Examples are included within Annex A.
 - 1.3.1 **Basic** – this will typically involve reproducing graphs and charts into a set style or reproducing graphics already which have already been designed/published into the Review style. Example on page 18, figure(s) 2.B of Annex A.
 - 1.3.2 **Medium** – this will typically involve taking data provided and producing infographics that best present that data/information. Example on page 42, figure 2.L of Annex A.
 - 1.3.3 **Advanced** – this will typically involve the supplier being given concepts and asked to create infographics to help portray them. Example on page 9, figure 1.C of Annex A.
 - 1.3.3.1 Note: whilst some infographics may not require additional iterations, others may require more. The Authority will call-off from the contract as required.
- 1.4 The requirement is for a flexible working arrangement whereby the Supplier would regularly consult the Review team and work closely with them to produce a set of final infographics fit for publication.
- 1.5 The infographics should be publication-ready, including relevant graphs, infographics and diagrams that will be developed to illustrate the data and analysis.
- 1.6 The Authority reserves the rights to increase or decrease the number of graphics above or below the 50 specified. The Authority will pay the agreed cost per additional graphic based on tier.

2. THE REQUIREMENT

- 2.1 The Requirement is the production of approximately 50 publication ready infographics. The Supplier is required to allow 3 iterations of each graphic (though this may not always be needed).
- 2.2 After each iteration, the Authority will offer the Supplier feedback. The Supplier will take on the feedback from the Authority, when producing the next iteration.
- 2.3 Where data/information has been provided by the Authority to the provider and the data has been incorrectly displayed/conveyed/entered on an iteration, the infographics will be corrected by the Supplier. This will not constitute as an additional iteration.
- 2.4 Requirements of this work are to:
- 2.4.1 Produce a high-quality set of infographics based on the briefs of each graphic/a basic sample graphic.
 - 2.4.2 The Supplier should allow an average of 3 iterations of each graphic ranging from basic to advanced
 - 2.4.2.1 **Basic** – this will typically involve reproducing graphs and charts into a set style or reproducing graphics already which have already been designed/published into the Review style.
 - 2.4.2.2 **Medium** – this will typically involve taking data provided and producing infographic that best present that data/information.
 - 2.4.2.3 **Advanced** – this will typically involve the supplier being given key concepts and asked to create infographics to help portray them.
- 2.5 The Authority will draw down from the contract depending on the need, against the requirement set out in 2.4.

3. KEY MILESTONES AND DELIVERABLES

- 3.1 The following Contract milestones/deliverables shall apply:

| Milestone/Deliverable | Description | Timeframe or Delivery Date |
|-----------------------|---------------------------------------|----------------------------|
| 1 | First iteration of infographics 1-15 | Week of 27 July 2020 |
| 2 | First iteration of infographics 16-30 | Week of 3 August 2020 |

| | | |
|-----------|---|----------------------------------|
| 3 | First iteration of infographics 31-45 Second iteration of infographics 1-15 | Week of 10 August 2020 |
| 4 | First iteration of infographics 46-50+ Second iteration of infographics 16-30 | Week of 17 August 2020 |
| 5 | Second iteration of infographics 31-45 Third iteration of infographics 1-15 | Week of 24 August 2020 |
| 6 | Second iteration of infographics 45- 50+ Third iteration of infographics 16-30 | Week of 31 August 2020 |
| 7 | Third iteration of infographics 31-45 | Week of 7 September 2020 |
| 8 | Third iteration of infographics 45-50+ | Week of 14 September 2020 |
| 9 | Potential fourth iterations | Week of 21 September 2020 |
| 10 | Finalised graphics | Week of 5 October |

3.2 The Supplier may choose to propose an alternative timeline above.

3.2.1 Where the Supplier opts to propose an alternative timeline to the one above, the Supplier must demonstrate in their proposed timeline how they plan to incorporate first, second and third iterations of the infographics.

3.2.2 The Supplier should also demonstrate how they plan to deliver the total number of infographics, within a 10-week period.

3.3 The Authority reserves the right to extend the period beyond the 10 weeks.

4. MANAGEMENT INFORMATION/REPORTING

4.1 The Supplier will produce three (3) iterations on average per infographic.

4.2 After each iteration, the Supplier will be given feedback and may be asked to produce a second iteration.

4.3 After the second iteration, the Supplier will receive further feedback and may be asked to produce a third iteration of each infographic.

5. VOLUMES

5.1 The Supplier is required to produce a final set of approximately 50 infographics.

5.2 The Authority may wish to increase the number of graphics specified. The Authority will pay for further individual graphics according to the tier of graphic required (see 2.4) and based on the agreed cost set out in the pricing schedule.

5.3 The Authority reserves the rights to increase or decrease the number of graphics above or below the 50 specified. The Authority will pay the agreed cost per additional graphic based on tier.

5.4 Each infographic is expected to have on average 3 iterations.

5.5 The final set of infographics must be ready for publication by Friday 2nd October 2020.

6. CONTINUOUS IMPROVEMENT

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

7. SUSTAINABILITY

7.1 The Greening Government Commitments 2016-2020 commits UK government departments and their agencies to reduce harmful impact on the environment. It includes a requirement to apply [Government Buying Standards](#) (GBS) where necessary to ensure more sustainable procurement. The Treasury is committed to meeting and exceeding the GSB so we ask the Supplier consider the relevance of sustainability at all stages of the life cycle in the provision of services, including the consideration of commercial needs, the minimisation of negative impacts, and also the maximisation of positive impacts on society and the environment.

8. QUALITY

8.1 The Supplier should state whether they hold any relevant independent security related certification or accreditation (i.e. such as ISO27001) and, where they have, provide documentary evidence of that certification or accreditation, setting out very clearly why it is relevant to this requirement.

9. STAFF AND CUSTOMER SERVICE

9.1 The Authority requires the Supplier to provide a sufficient level of resource throughout the duration of the contract.

9.2 Due to the nature of the work, the tight deadlines and the current climate, the Supplier must ensure they have an adequate level of resourcing and contingency plans in place.

- 9.3 The Supplier's staff are expected to have the relevant qualifications and experience to deliver the Contract.
- 9.4 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.
- 9.5 The Supplier and Authority will maintain a good level of communication during the course of the contract.

10. SERVICE LEVELS AND PERFORMANCE

- 10.1 The Contracting Authority will measure the quality of the Supplier's delivery by:

| KPI/SLA | Service Area | KPI/SLA description | Target |
|---------|--------------------|---|--------|
| 1 | Delivery Timescale | The Supplier will agree to the provisional list of infographics needed upon commencement and will work closely with the HM Treasury lead officer to ensure tight deadlines are met. | 100% |
| 2 | Delivery Timescale | The Supplier will provide 3 progress updates in which they will evaluate their deliverables to the timetable, flagging any potential challenges and offering assurance through contingency planning. The Supplier will provide progress updates in week 3, week 6 and week 8 from commencement of the contract. | 80% |
| 3 | Delivery Timescale | The Supplier will produce a full final set of creative infographics 10 weeks after commencement and supply the artwork files and JPEG format file of the graphics. | 100% |

11. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 11.1 The Supplier must have appropriate IT, physical, personnel and procedural security measures in place to prevent any unauthorised access to, or leakage of this contract, and to prevent it being shared with any unauthorised third parties.

11.1.1 IT Security

- 11.1.1.1 The Supplier must be accredited with the required Cyber Essentials prior to contract commencement. (<https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf>)

11.1.2 Physical Security

- 11.1.2.1 On physical security, The Supplier is expected to have appropriate physical security measures in place in any data centres (if) used to

host the Authority's data and should describe in detail what those measures are.

11.1.3 Personnel Security

11.1.4 Suppliers must ensure their staff working on this contract have been subjected to pre-employment checks which are at least equivalent to the Government Baseline Personnel Security Standard.

11.2 In providing information on the security measures that they have in place Potential suppliers are requested to provide as much information they are able to by completing the Statement of Assurance Questionnaire that forms part of the HMG Supplier Assurance Framework and providing that as part of their response. While it is recognised that Suppliers will not be able to answer some of the questions on the questionnaire, they should try to answer as many as they are able to.

<https://www.gov.uk/government/publications/government-Supplier-assurance-framework>

11.3 Full compliance with the Data Protection Act 1998 is mandatory, with the Authority being the Data Controller and the Service Provider being the Data Processor. The Authority's preference is that the Service Provider would be able to host the data entirely within the UK, and supported entirely by UK based system admin staff. The Authority might consider hosting with the European Economic Area (EEA) but only where the Service provider is able to provide assurances that all other security requirements can be met, and subject to compliance with the Data Protection Act. Where a Potential Supplier is considering proposing a solution in which part of the solution is either (a) hosted outside the UK or (b) supported by system administrator staff based outside the UK, the countries involved must be clearly stated.

12. LOCATION

12.1 The Services and Deliverables described within this Statement of Requirements are to be delivered from the Providers premises. REDACTED

Annex B

Agency Proposal
REDACTED

ANNEX C
Statement of Works
REDACTED