

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

Part 1: Letter of Appointment

Ministry of Housing Communities and Local Government
Fry Building, 2 Marsham Street
Westminster
London
SW1P 4DF

Dear Sirs

Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM3774) between CCS and the Agency dated 16th December 2016.

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:	Ministry of Housing Communities and Local Government – formerly The Department for Communities and Local Government ("Client")
To:	Four Communications Group Ltd ("Agency")

Effective Date:	8 th February 2018
Expiry Date:	End date 7 th August 2019

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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RM3774 - Campaign Solutions
Letter of Appointment
Attachment 4

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Key Individuals:	For the Agency Redacted For the Client Redacted
Guarantor(s)	Not applicable

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	As per the Price Schedule - Annex C The Total Contract Value is £28,885.00 excluding VAT but including all expenses. As this is a call off contract the Client is not committed to spending all of the budget. All rates will remain firm for the duration of the contract.
Insurance Requirements	No additional insurance requirements above those stipulated in the Framework Terms and Conditions
Client billing address for invoicing:	All invoices are to be submitted to: Redacted Invoices must quote the contract number and purchase order number (to be confirmed). Failure to do so may result in a delay in payment for which the Client cannot be held responsible. Invoices must also quote the Client's vendor number. If the Agency has not received a vendor number, the Agency should complete a SAP7B form (available on request) and send it to the Client's Commercial Representative Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Alternative and/or additional provisions:	Not applicable
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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. SCOPE OF REQUIREMENT

- 1.1 The Client is seeking to appoint an Agency to lead on the public relations and communications for the concept design stage and planning application stage of the project.
- 1.2 The Agency requires expert knowledge and experience of planning communications and in-depth knowledge and insight of planning issues and concerns in Westminster and St James's Ward specifically as well as of any relevant individuals and organisations.
- 1.3 This includes liaising on communications across a number of different parties including working very closely with DP9 who are the planning consultants for the project who were recently appointed by the Client.
- 1.4 UKHMF has a clear set of principles on which the project is based. The Agency is required to understand and communicate these to stakeholders. The result should be increased understanding about the purpose and need for the project.
- 1.5 The following is excluded from the contract:
 - 1.5.1 The production of literature and materials to communicate the wider project.
 - 1.5.2 National media engagement and crisis management on the wider project.

2. THE REQUIREMENT

- 2.1 The process will need to include three key stages.
 - 2.1.1 Strategy formulation, to be agreed with UKHMF at the first meeting but to include as a minimum:
 - 2.1.1.1 Stakeholder and community research targeting, utilising a range of mechanisms and avenues to identify the widest possible stakeholder database, their particular interests, needs and how best to engage with them.
 - 2.1.1.2 Reputation auditing – including both quantitative and qualitative auditing - to deliver research based support.
 - 2.1.1.3 Development of key messaging and a robust narrative for management of stakeholders before and during the planning application process, based on knowledge of the local area.

- 2.1.1.4 The development of an engagement strategy with key local stakeholders, to include strategy on the consultation process for a planning application for the project.
- 2.1.2 Implementation of strategy, to be agreed with UKHMF. Targets will be set by UKHMF but should include as a minimum:
 - 2.1.2.1 Production of written and other materials, prior to or after meetings and events with key stakeholders.
 - 2.1.2.2 Working with the in-house contact to effectively communicate the project to the media. This will include a particular focus on trade, local and digital media engagement.
 - 2.1.2.3 Proactively, and in a timely manner, identifying information relevant to the planning consultant and working closely with them to action as appropriate.
 - 2.1.2.4 Planning and coordinating events with local stakeholders to ensure plans for the project are properly and effectively communicated.
 - 2.1.2.5 Regularly monitoring media and social media and project reputation, identifying key influencers, tracking social users who regularly mention the project and responding to questions or concerns.
- 2.1.3 Tracking outcomes, to be agreed with UKHMF. Targets will be set by UKHMF but should include as a minimum:
 - 2.1.3.1 Reputation auditing – including both quantitative and qualitative auditing - to show outcomes achieved.
 - 2.1.3.2 Regular updates to the various boards associated with the project. These will generally be written reports but attendance may occasionally be required.
- 2.2 The Agency must ensure that sufficient and appropriate resource is dedicated to the requirement, as a minimum five days a month, with the ability to dedicate additional resource at short notice and possibly out of office hours, should it be required.
- 2.3 The requirement shall be carried out according to the timetable set out for the planning application. The Client anticipate that this will be over a fourteen-month period with all outputs delivered by August 2019.
- 2.4 The Agency will also need to liaise regularly (at least fortnightly, unless otherwise agreed) with the Project Director, DP9, UKHMF key contact. This will include meetings taking place in Westminster.

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	Recommendations/strategy for communications campaign.	End of February 2018
2	Stakeholder mapping and initial stakeholder survey begins. The Agency would be expected to invoice for first payment on completion of this stage.	End of February 2018
3	Initial stakeholder engagement plan is implemented.	May 2018
4	Formal consultation with key stakeholders begins following agreed Concept Design.	May 2018
5	Planning application submitted to Westminster City Council. Communications around the application launched.	October 2018
6	Planning Decision Notice received. Communications around the decision launched. Second stakeholder survey is completed. The Agency would be expected to invoice for final payment on completion of this stage	June 2019
7	The Agency will be expected to be available to attend various UKHMF board meetings as required and to react and respond as and when needed, including to media and on social media.	On a quarterly basis

4. CLIENT'S RESPONSIBILITIES

4.1 The Client in partnership with UKHMF:

- 4.1.1 Will manage the relationship with the UKHMF Advisory board and departmental stakeholders to agree strategy, taking advice from the Agency into account.
- 4.1.2 Will provide ongoing direction and support for the Agency, as well as ongoing contract management.
- 4.1.3 Will provide the overall messaging and narrative for the wider project and will provide timely feedback and approval of specific messaging for the purpose of this contract.
- 4.1.4 Will manage communications and publicity around the project overall, including media opportunities and crisis management, working with the Agency on this aspect, where relevant.
- 4.1.5 Will manage the relationship with the planning consultants, with the advice and input of the Agency, where relevant. However the Agency must proactively and in a timely manner identify information relevant to the planning consultant and work closely with them to action as appropriate.
- 4.1.6 Will provide information and contacts of stakeholders UKHMF has already engaged with on the project.

5. REPORTING

- 5.1 The Agency will be expected to produce regular progress reports for UKHMF, typically on a fortnightly basis. The format and information contained with the progress report will be agreed following contract award.

6. SERVICE LEVELS AND PERFORMANCE

- 6.1 The table below sets out the key measurements that will be used to measure the quality of the Agency's delivery. A baseline for progress and exact targets will be agreed at the start of the Contract. A stakeholder survey will be undertaken at the beginning of the commission and 12 months later. Results will be assessed through this.

KPI/SLA	Service Area	KPI/SLA description	Target
Media Coverage	Service Delivery Methodology	The tone and volume of coverage, as well as key message penetration.	[X]% increase in accurate & positive messages from benchmark data

Social Media Engagement	Service Delivery Methodology	Tone and volume of engagement across all social channels.	[X]% increase in accurate & positive messages from benchmark data
Website views and time spent on page	Service Delivery Methodology	On the UKHMF gov.uk web page. https://www.gov.uk/government/organisations/uk-holocaust-memorial-foundation Or on any other pages or sites created.	[X]% increase from benchmark data
Feedback from stakeholder events and meetings	Account Management	Both written and verbal feedback.	[X]% increase in accurate & positive messages from benchmark data
Percentage click-through from mail outs	Service Delivery Methodology	To the UKHMF gov.uk web pages. https://www.gov.uk/government/organisations/uk-holocaust-memorial-foundation	[X]% increase from benchmark data
Stakeholder survey results	Account Management	An initial survey should be conducted at the start of the contract and one after 12 months to measure stakeholder views on the quality of engagement throughout the project.	[X]% increase in accurate & positive messages from benchmark data

- 6.2 Where the Agency has failed to perform any part of the Contract as per service levels with the skill and diligence that a suitably qualified person performing the Contract could reasonably be expected to exercise, the Client will inform the Agency detailing the way in which their performance falls short of the requirements of the Contract, or is otherwise unsatisfactory.
- 6.3 Where the Agency has been notified of a failure, and the work is not fit for purpose, the Client may request that the Agency, at their own expense and as specified by the Client, correct or redo to the work to the Client's satisfaction within a reasonable time specified by the Client;

- 6.4 Where the Client identifies poor performance 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.
- 6.5 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.
- 6.6 The Client agrees to work with the Agency to resolve service failure issues. However, it will remain the Agency's sole responsibility to resolve any service failure issues.
- 6.7 Where the Agency 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 Appendix C - Terms and Conditions.
- 6.8 The Agency is responsible for the performance of the Contract by any sub-contractors or other agents working on behalf of the Agency. The Agency is to deal with any issues relating to any sub-contractors or other agents working on behalf of the Agency, this however does not exclude sub-contractors or other agents working on behalf of the Agency from attending any Contract Monitoring meeting or contributing to any report where it is appropriate for such sub-contractors or other agents to do so.
- 6.9 If any sub-contractors or other agents working on behalf of the Agency are found unsuitable, for whatever reason, the Agency is to engage with the relevant sub-contractors or other agents to broker a resolution

7. SECURITY REQUIREMENTS

- 7.1 Security requirements should be consistent with the requirements of the Framework. The Agency's staff will not be required to be security cleared in order to attend meetings at the Client's offices as they will attend as escorted visitors.
- 7.2 The Agency's attention is drawn to the fact that they will hold sensitive information about the project, and should take all necessary steps to ensure this remains confidential in line with requirements of this call off contract's and terms and conditions.

ANNEX B

Agency Proposal

Services will be delivered in line with the Tender response as submitted on the CCS eSourcing portal on 19th December 2017.

REDACTED

Part 2: Call-Off Terms

As per Framework RM3774 Campaign Solutions Terms and Conditions

Annex C – Price Schedule

Rate Card Costs

REDACTED

Total Project Costs including all account management

REDACTED