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

* 1. **Letter of Appointment**

**CCCO20A29 - Creative Agency Services for the Department for Transport**

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 16/12/2016.

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 provided by the Authority following Contract Award |
| From: | Department for Transport ("Client") |
| To: | VMLY&R a division of WPP Brands (UK) Ltd ("Agency") |

|  |  |
| --- | --- |
| Effective Date: | 2nd April 2021 |
| Expiry Date: | End date of Initial Period 1st April 2024  End date of Maximum Extension Period 1st April 2025  Minimum written notice to Agency in respect of extension: 1 month |

|  |  |
| --- | --- |
| 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; |

|  |  |
| --- | --- |
| Key Individuals: | **For the Client:**  To be provided by Client post-Contract Award  **For the Agency:**  Please refer to Annex B – Agency Proposal |
| Guarantor(s) | Not Applicable |

|  |  |
| --- | --- |
| Call Off Contract Charges (including any applicable discount(s), but excluding VAT): | Payment will be made in line with the pricing schedule at Annex C. All rates are inclusive of expenses and exclusive of VAT. The Pricing Schedule found at Annex C is an estimated cost to deliver the requirements set out in Annex A, Statement of Requirements, for the Group Communications – Partnership Marketing requirement for DfT.  The estimated combined contract value shall be for a maximum of £11,400,000.00 (Ex VAT) for the full contract period (three (3) year period, plus one (1) year extension). This is a call off contract; the Client are unable to guarantee volumes.  The anticipated breakdown of spend per annum is REDACTED 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.The Agency will respond to each brief issued by the Client during the contract in writing, including a firm price in line with the Contract day rates which include all expenses. The Client (DfT) will issue a Purchase Order to correspond with the value of the agreed brief. |
| Liability | Agency Liability: see clause 18.2 of Call Off Contract Client Liability: see clause 18.4 of Call Off Contract |
| Insurance Requirements | In line with the Contract Terms and Conditions |
| Client billing address for invoicing: | Email: REDACTED in pdf format.Post: REDACTED |

|  |  |
| --- | --- |
| GDPR | Please refer Call-Off Schedule 8 (Authorised Processing Template) |
| Alternative and/or additional provisions: | Not Applicable |

**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: REDACTED Name and Title: REDACTED

Signature: REDACTED Signature: REDACTED

Date: REDACTED Date: REDACTED

**Annex A**

**Client Brief**

# **PURPOSE**

## The Department for Transport (DfT) (hereafter referred to as the Client, or the Authority) is looking to award a standby agreement with a high performing agency to support DfT communications with the strategic development, production and distribution of campaign creative across a variety of policy areas and audiences. The successful agency will have proven ability in developing and delivering innovative and creative solutions on time whilst providing excellent value for money.

# **BACKGROUND TO THE CONTRACTING AUTHORITY**

## The [Department for Transport](https://www.gov.uk/government/organisations/department-for-transport) want to deliver a transport system that works for everyone. By always putting passengers and motorists first, DfT will make people’s journeys safer, cleaner, faster and more affordable today, while building the capacity needed for tomorrow.

## The DfT Communications Group has an excellent reputation for delivering high quality, impactful and effective communications campaigns. The Department is consistently at the top of the news agenda supporting a transport network and planning and investing in a transport infrastructure to keep the UK on the move.

# **BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT**

## The standby agreement will be for an initial period of three years with the option to extend for an additional year. The agreement may be used in connection with any existing, planned or future campaign area, subject to ministerial and Cabinet Office professional assurance approvals, with the option to call upon the agencies services for wider support (including for DfT executive agencies and arm’s length bodies at the central Department’s discretion) up to a total contract value of REDACTED (plus an additional REDACTED if extended for a year). The agreement will also be subject to the outcomes of the Government Communications Service Reform Programme and the implications that may have on Department for Transport campaigns. Regionality will be dependent on the campaign policy area with most campaigns expected to be delivered across England and Wales.

## The DfT is looking to build on some well-established campaigns as well as the potential to develop and deliver new campaigns. Existing campaigns include [THINK! Road Safety](https://www.think.gov.uk/) and Inclusive Transport [‘it’s everyone’s journey’](https://everyonesjourney.campaign.gov.uk) with possible activity also on E10 Biofuel (tbc). Expertise will also be called upon to support a number of low cost DfT campaigns and policy initiatives.

# **DEFINITIONS**

|  |  |
| --- | --- |
| **Expression or Acronym** | **Definition** |
| The Client | Means the Department for Transport |
| The Agency | Means the Supplier |
| The Department | Means the Department for Transport including its Executive Agencies and other Arm’s Length Bodies |
| ALBs | DfT’s Arm’s Length Bodies at any time during the term of contract. |
| RoI | Return on Investment |
| BAME | Black, Asian and Minority Ethnic |
| KPIs | Key Performance Indicators |
| Brief | Creative services requirements for each campaign |

# 

# **SCOPE OF REQUIREMENT**

## The Agency shall be a keen and highly skilled marketing agency with an outstanding record in creating high impact and successful campaigns across a broad range of audiences. The Agency will also have access to expertise in specialist areas e.g. qualitative research and data analysis as well as the capacity to deliver or outsource wider disciplines e.g. social media, influencers, events, PR, education, translation and web design as required.

## Government has a duty to ensure that all information is communicated in a way that is accessible to all, including communicating with disabled people. Consideration must also be given to the Welsh Language Act when delivering communications in Wales.

## Out of Scope

### Project management of other agencies unless specifically briefed to do so. The agency will not always assume the role of lead agency which will be determined subject to the requirements of each brief.

### The agency should not duplicate the work of other agencies. At times recommendations to support the strategy are likely to include wider communications functions and whilst these are to be recommended they are not expected to be delivered by the agency unless briefed to do so.

# **THE REQUIREMENT**

## The Agency will be required to:

## **Planning**

### Review the effectiveness of existing campaigns, and make strategic recommendations grounded in evidenced insight and behavioural science to move the campaigns forward.

### Develop and deliver new creative strategies to meet emerging priorities across the transport portfolio, following GCS principles to ensure all activity is evidence based and can demonstrate impact and value for money.

### Consider diversity and accessible content and formats upfront as an integral part of the planning function.

### Work collaboratively as part of a truly integrated agency group (including with partnership marketing, evaluation, media planning and buying as well as other marketing agencies if working on a cross-government campaign) to set and deliver against campaign objectives and KPIs.

### Remain focused on evaluation, using the GCS framework, to proactively and quickly optimise creative in response to results and evolve the campaign strategy based on performance.

### Develop a robust approach with intelligent planning and an eye for potential issues and conflict as some campaign content is expected to be sensitive. Have the ability to routinely deep dive into data, with access to data analyst expertise as required.

### Work closely with the Client and relevant stakeholders to understand the campaign context, gathering insight to help deliver against objectives and improve campaign performance. Understand and keep up to date with developments and new opportunities within the specialist areas of each campaign. Sharing relevant data and insight specific to campaign areas or the wider marketing industry.

### Provide a planning function that is truly media neutral, recommending solutions that best meet the objectives and audience needs which may be delivered by partners rather than the agency themselves.

## **Creative**

### Demonstrate an understanding of the challenges and constraints of Government communications whilst also being brave and pushing boundaries to develop and deliver innovative and insight led creative that cuts through, resonates and delivers results across target audiences.

### Keep up to date and informed on best practice, ensuring the latest GCS guidance on accessible communications is adhered to.

### The creative role of the agency will need to adapt according to the brief, leading the creative development when required but also slotting into existing approaches and look and feel e.g. on wider cross government campaigns. The agency will also be expected to demonstrate flexibility to allow media owners to lead on content creation when they are better placed to do so.

## **Account Management**

### Have an agile approach to supporting DfT campaign activity, focused on what will work best for the audience and deliver the required results. This will include developing multiple pieces of quick turnaround proactive and reactive content as well as developing more in-depth and high production ‘hero’ assets as required.

### Have flexible capability and capacity, keeping up to date with fast moving events and working closely with the client day-to-day and at senior level. In addition to the day to day management of the account the agency will be required to have an emergency capability to deliver at pace whilst still offering value for money.

### Be proactive in delivering more for less, identifying opportunities to add value and ensure all projects deliver on time and on budget. Account management will need to be constantly mindful of value for money, offering the best solutions and representation to deliver results at optimum value for the tax payer. Although ‘right first time’ will not be achievable for every brief, this should be the aim and the Client will pay on agreed deliverables, including a set development fee where applicable, for each brief.

### Be transparent and realistic, providing clear pathways with agreed targets for each brief in terms of deliverables and outputs. Share learnings and a strategic overview across all campaigns to ensure activity is not siloed.

### Adhere to data protection rules and requirements in the management of personal data.

### Have access to expertise to develop and execute specialist communications services including research, sponsorship, public relations, engaging hard to reach groups, translation services and digital and technological innovation. These services can be sub-contracted with the Client’s approval, with all sub-contractors expected to also meet best practice requirements.

|  |  |  |
| --- | --- | --- |
| **Milestone/Deliverable** | **Description** | **Timeframe or Delivery Date** |
| 1 | Kick off meeting with Client | Within week 1 of contract award |
| 2 | Contract Review | Every 3 months post contract award |
| 3 | The Agency shall provide and agree timelines and key approval and payment milestones with the Client as part of the response to each campaign brief. | To be agreed when briefed |
| 4 | SLAs for responding to briefs day to day and during an emergency to be agreed on contract award. | Within 1 month of contract award |
| 5 | Evaluation report to be completed individually or as part of an integrated agency evaluation in response to each campaign brief. | To be agreed when briefed |

# **KEY MILESTONES AND DELIVERABLES**

## The following Contract milestones/deliverables shall apply:

# **MANAGEMENT INFORMATION/REPORTING**

## The Agency is required to:

### Produce and agree a detailed plan, including KPI recommendations, to deliver each programme of work as part of the response to each campaign brief. The progress and impact of all projects is to be monitored throughout with evaluation reports (either individual or as part of the integrated agency group) due for all campaigns, timings and deliverables to be agreed at the point of each campaign brief.

### Produce a weekly status report and meet regularly (frequency of status meetings to be agreed by campaign) to share progress.

### Provide accurate notes and actions from all meetings between the Client and the Agency unless agreed in advance with the Client.

## The Agency shall attend and contribute to quarterly contract review meetings, identifying issues and successes, taking on board feedback and implementing improvements.

# **VOLUMES**

## Given the Call-Off nature of the contract volumes/deliverables will be agreed as individual briefs are issued. All work will be subject to Cabinet Office Professional Assurance approvals.

# **CONTINUOUS IMPROVEMENT**

## The Agency will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

## The Agency should present new ways of working to the Client during quarterly Contract review meetings.

## 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.

# **SUSTAINABILITY**

## The supplier acknowledges that the Authority must at all times be seen to be actively promoting sustainable development through its environmental, social and economic responsibilities.

# **QUALITY**

## The quality of the services are expected to be delivered in line with the standards of RM3774 Campaign Solutions Commercial Agreement.

## The Client will pay on agreed milestone deliverables for each brief, including a set development fee where applicable. If the work does not (initially) meet the requirements as set out in the brief the Client will pay on delivery of acceptable deliverables and only up to the original fee agreed.

# **PRICE**

## The standby agreement will be for an initial period of three years with the option to extend for an additional year. The agreement may be used in connection with any existing, planned or future campaign area, subject to ministerial and Cabinet Office professional assurance approvals, with the option to call upon the agencies services for wider support (including for DfT executive agencies and arm’s length bodies at the central Department’s discretion) up to REDACTED (plus an additional REDACTED if extended for a year).

## **There is no commitment by the Client to spend this value.** Commitments will be made through agreement to individual campaign proposals and issue of purchase orders. Rate card prices will be fixed for full contract term, inclusive of any contract extensions.

## Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule excluding VAT and including all other expenses relating to Contract delivery.

# **STAFF AND CUSTOMER SERVICE**

## The Agency shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service and ensure that corporate memory is sufficiently balanced across the agency team

## The Agency’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

## 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.

# **SERVICE LEVELS AND PERFORMANCE**

## The Client will measure the quality of the Agency’s delivery by:

|  |  |  |  |
| --- | --- | --- | --- |
| **KPI/SLA** | **Service Area** | **KPI/SLA description** | **Target** |
|  |  | **Campaign specific KPIs to be agreed as part of the briefing process for each programme of work.** |  |
| 1 | Planning | Consider diversity and accessible content and formats upfront as an integral part of the planning function | 100% |
| 2 | Planning | Follow GCS principles to ensure all activity is evidence based and can demonstrate impact and value for money. | 100% |
| 3 | Planning | Work collaboratively as part of a truly integrated agency group to set and deliver against campaign objectives and KPIs. | 100% |
| 5 | Creative | Ideas to be bold yet rooted in insight with a flexible and agile approach to delivery | 100% |
| 6 | Account Management | Deliver against agreed time schedules and budgets | 100% |
| 7 | Account Management | Provide timely and accurate reports and invoicing. | 100% |
| 8 | Account management | Flexible capability and capacity, providing an experienced team that demonstrates a knowledge of the industry and client’s business. | 100% |
| 9 | Account Management | Attend quarterly review meetings to review performance and identify and implement improvements. | 100% |

## 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.

## Should poor Agency performance lead to an early contract termination, any documents, information or creative assets developed as part of the project should be provided to the Client.

# **SECURITY AND CONFIDENTIALITY REQUIREMENTS**

## Requirements for security and confidentiality are as outlined in the Terms and Conditions of RM3774 framework.

## The Agency shall keep all campaign briefings, research and creative materials confidential until such time that the Client has agreed their release.

# **PAYMENT AND INVOICING**

## Detailed itemised costs and an invoicing schedule 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 can only be made following satisfactory delivery of pre-agreed certified products and deliverables that have been approved by the Client.

## Before payment can be considered, a detailed elemental breakdown of work completed, unit price and cost must be provided to the Client in an agreed format. This will be required ahead of the Agency issuing an invoice as directed below, and could potentially be the draft invoice.

## Agency invoices should be sent to either (not both):

## Email to [REDACTED](mailto:SSa.invoice@sharedservicesarvato.co.uk) in pdf format. It is the Agency’s responsibility to ensure the email is received by the Account Payable team.

## Post to REDACTED

# **CONTRACT MANAGEMENT**

## Contract review meetings will be held on a quarterly basis, at the Client’s offices (unless agreed otherwise) and shall be at the Agency’s own expense.

# **LOCATION**

## The location of the Services will be carried out at the Agency’s offices however the Agency will be expected to regularly attend meetings at the Client’s offices: REDACTED or at the offices of the DfT Executive Agencies and other arms-length bodies at the central Department’s discretion.

**ANNEX B**

**Agency Proposal**

**REDACTED**

**ANNEX C**

**Charges**

**REDACTED**

* 1. **Call-Off Terms**

Please refer to Attachment 5b - RM3774 Call Off Terms and Conditions v3