

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

Part 1: Letter of Appointment

CCCO18A28 – DWP Partnership Marketing Contract

Dear Sirs

Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM3744) between CCS and the Agency dated 13th July 2018

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 Work and Pensions ("Client")
To:	Manning Gottlieb OMD ("Agency")

Effective Date:	23 rd July 2018
Expiry Date:	End date of Initial Period 22 nd July 2021 End date of Maximum Extension Period 22 nd July 2022 Minimum written notice to Agency in respect of extension: 6 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; and Annex C – Agency Pricing Matrix. Any further Services offered within the scope of Annex A will be agreed between the Client and Agency prior to any work being continued through
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	Statement of Works as per Schedule 2 of the terms and conditions or other agreed format.
Key Individuals:	<p>For the Client: [REDACTED]</p> <p>For the Agency: [REDACTED]</p>
Guarantor(s)	N/A

<p>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</p>	<p>Payment will be made in line with the rate card stated at Annex C – Agency Pricing. All rates are inclusive of expenses and exclusive of VAT.</p> <p>The Pricing Schedule found at Annex C is an estimated cost for year one (1) only for the Workplace Pensions Campaign. Cost for subsequent years and any further additional campaign work will be in line with the rate card. The Pricing Schedule at Annex C shall be used as a benchmark for year 1 costs associated with the Workplace Pensions Campaign.</p> <p>The contract value will be for a maximum of £1,750,000.00 (Ex VAT), with an estimated spend of £500,000.00 (Ex VAT) per annum including extension options. This is a call off contact and therefore there is no guarantee of spend.</p> <p>Payment processes and ordering procedures will be in line with DWP's current policy (found in Annex D – DWP Payment Policy). Payment will be made against a purchase order.</p> <p>Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables against agreed milestones. Each milestone must be pre-agreed and budgeted between the Client and Agency before delivery.</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p>
<p>Insurance Requirements</p>	<p>In line with the Terms and Conditions</p>
<p>Liability Requirements</p>	<p>In line Clause 18 (Liability) of the Terms and Conditions.</p> <p>For the avoidance of doubt, the maximum amount the Agency can be liable for will be the sum equal to 125% of the estimated first year Contract Charges specified in the Letter of Appointment (£500,000.00 Ex VAT)</p> <p>In relation to any Defaults occurring in each subsequent Contract Year that commences during the remainder of the Term, a sum equal to 125% of the Contract Charges</p>

	payable to the Agency under this Call-Off Contract in the previous Contract Year (an estimate of £500,000.00 Ex VAT per annum)
Client billing address for invoicing:	All invoices must be sent, quoting a valid purchase order number to: [REDACTED]
Alternative and/or additional provisions:	Additional GDPR provisions will apply and can be found within Schedule 6 the Terms and Conditions

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 THE CONTRACT

- 1.1. Over the course of the Contract, the Agency will lead and manage an overarching but detailed partnership marketing plan across a range of agreed campaigns, such as Workplace Pensions, Pensions Wise, State Pension and Universal Credit, following agreement of campaign specific briefs and budgets – and respond flexibly to requests for ad hoc or urgent commissions.
- 1.2. All recommendations from the Agency must be insight-driven and intelligence-led, focused on the key target audiences, with clear measurable, actionable objectives and outcomes, which evidences a sound return on investment.
- 1.3. The Agency, with a detailed understanding of the Clients' communication priorities and campaign objectives, will enable strategic thinking, constructive challenge and delivery.
- 1.4. Working in partnership with the Client, the Agency will provide strategic input to share a directorate wide approach, proactively identifying ways to align, improve and innovate. The Agency will work with campaign managers across the Communications Directorate to consider the impact of new briefs or priorities, and provide strategic and deliverable advice around specific audiences or briefs.
- 1.5. For each individual campaign, the Agency will manage an integrated project plan that incorporates join-up with other agencies, including creative, research, production and buying agencies.
- 1.6. The first call-off from this contract will be partnership marketing for the Workplace Pension Campaign as outlined below in sections 1-7.

2. DEFINITIONS FOR WORKPLACE PENSIONS CAMPAIGN

Expression or Acronym	Definition
TPR	Means The Pensions Regulator
WPP	Means Workplace pension, the government initiative to help more people save for later life through a pension scheme at work.
AE	Means Automatic Enrolment, the policy name for workplace pensions.
AE Review	Means Automatic Enrolment Review, a report about how workplace pensions will meet the needs of individuals and employers while remaining fair, affordable and sustainable for future generations.
GCS	Means Government Communications Service: The professional body for people working in communications roles across government, whose aim is to deliver world-class communications
Cessation	Means employees deciding to not save into a workplace pension after once month of having committed to paying in.

Opt Out	Mean employees deciding to not save into a workplace pension within a month of being enrolled
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3. STRATEGY FOR WORKPLACE PENSIONS CAMPAIGN

3.1. The Agency will establish partnerships and deliver partnership marketing, which supports a shift in the national narrative around pensions. This could specifically involve:

- 3.1.1. Driving innovation and providing a high level overview of the channels that could be used to target the employee audience, including through but not limited to employers, pensions providers, consumer associations
- 3.1.2. Getting key employers and employer organisations to advocate for the importance of planning and saving for later life, especially saving into a workplace pension
- 3.1.3. Ensuring that employers are in a position to answer their employee's questions knowledgeably, without bias and encourage them to stay enrolled
- 3.1.4. To effectively provide their staff with appropriate signposting. This may involve delivering messages to employees with context, equipping employers with resources to prompt employees to have initial and ongoing engagement with their workplace pension.
- 3.1.5. Establishing key moments in time, including but not limited to Pensions Awareness Day (Note that Pensions Awareness Day takes place annually on 15 September and is led/owned by Pensions Geeks)
- 3.1.6. Working closely with both the Client and The Pensions Regulator to ensure messaging and activity doesn't confuse and/or conflate issues
- 3.1.7. Work in close partnership with other campaign agencies to ensure creative, media and partnership marketing strategies complement each other, add value and achieve impact. This will include building on evidence from tracking research as well as other sources of insight and intelligence. Due to sensitivity, relevant research will be provided to the successful Agency upon award.

3.2. The Agency will need to consider how this activity can support changing attitudes on planning and saving for later life in relation to other Client pensions campaigns

4. SCOPE OF THE REQUIREMENT FOR THE WORKPLACE PENSIONS CAMPAIGN

4.1. The objectives of the Workplace Pensions campaign are:

- 4.1.1. To maximise employee participation by communicating the benefits of a workplace pension and reinforcing personal and social norms.

- 4.1.2. Communicate the benefits of a workplace pensions, particularly in the context of contribution increases in April 2018 and April 2019.
- 4.1.3. Maximise compliance amongst all employers through the process of enrolling eligible workers, and re-declaration of their employees.
- 4.2. The Agency will need to consider how partnership marketing activity will help to support these campaign objectives, including any additional objectives for partners.
- 4.3. All UK employers are required by law to put staff meeting certain eligibility criteria into a pension scheme and pay minimum employer pension contributions. This is called automatic enrolment because the employer is required to do it without any input from the worker. The Pensions Regulator (TPR) is the regulator of work-based pension schemes in the UK. One of their statutory objectives is to maximise employer compliance with automatic enrolment duties.
- 4.4. TPR have a successful programme of employer communications in place, which includes:
 - 4.4.1. partnership activity working with and through stakeholders and intermediary organisations.
 - 4.4.2. Evaluation Pre/post survey of partners and employer to include satisfaction with the partnership, that the employer feels confident to have a conversation with their employees about workplace pension and have or plan to proactively communicate with their employees
 - 4.4.3. Evaluation Pre/post survey of intermediaries to include measurement of understanding the importance of offering their members (SMEs) the information to drive understanding of workplace pension
 - 4.4.4. Evaluation Employer and employee message outtake as part of the creative development
- 4.5. Evaluation Evidence added value over and above what the Client are doing already as:
 - 4.5.1. Activity will support the findings of the AE review (that employers may need support and assistance to communicate workplace pension to their employees)
 - 4.5.2. Activity will also begin to shift the responsibility of the communications of workplace pension from the Client/TPR to the employer. Specifically future-proofing the campaign and bringing it into the workplace

5. AUDIENCE FOR THE WORKPLACE PENSIONS CAMPAIGN

- 5.1. The target audience for the workplace pension campaign is employees requiring reassurance through automatic enrolment and increased contributions (both following the 2018 increase and in advance of the 2019 increase) including those being re-enrolled, Ages 22-65.

5.2. The Client also see partnership marketing as playing a key role in helping to normalise workplace pensions among new employers and their staff through the effective delivery of both compliance-led and advocacy-led messaging. Through partnership marketing activity, the Client would like to reach these audiences via:

5.2.1. Employer partnerships and advocates, moving those employers who are dis-engaged (for example small employers, start-ups) into engaged groups; and engaged groups into positive advocates. The latter can specifically include independent voices to help tackle negativity around pensions

5.2.2. A particular focus on sectors where there is higher risk levels of potential non-compliance including hospitality, retail, construction and office workers, and a variety of employers, including small, very new employers

5.2.3. The Agency should be aware, that employers also currently receive compliance related messaging from The Pensions Regulator, concerning their statutory duties regarding workplace pensions. Therefore any partnership advocacy messages may compete for their attention, and it is important not to confuse and/or conflate messages. Please see link to TPR's website regarding how they target employers for broader information:

<http://www.thepensionsregulator.gov.uk/en/employers?xtor=AL-40-%255bemployers%255d-AEmicrosite>

5.3. The Client would also like the Agency to consider other partnership opportunities to reach the primary target groups, in order to advocate for the importance of benefits of planning and saving for later life, in particular for saving into a workplace pension.

6. INSIGHTS FOR THE WORKPLACE PENSIONS CAMPAIGN – EMPLOYER / EMPLOYEE

6.1. Insights include the importance of the role employers are able to play in giving information about pensions to their staff:

6.1.1. Employee awareness of workplace pension or AE is most likely to come from TV, followed by letter/email from employer

6.1.2. The larger the employer, the more likely it is to be approached by staff for pensions information or advice. The most common requests relate to contributions and information on how their pension works

6.1.3. Increased knowledge of the workplace pension amongst employers may have a significant effect on positive attitudes when talking about phased increases in contributions.

6.2. However, there is an information gap:

6.2.1. Small and micro businesses are more likely not to have received any employee requests for pension info/advice and have least positive attitudes

6.2.2. 70% of employers have not done anything to encourage employees to not opt-out or cease saving.

6.3. Therefore the campaign needs to encourage:

6.3.1. Positive employers to advocate and disseminate campaign messages and materials in their organisations

6.3.2. Employers to publically advocate for workplace pension to demonstrate the benefits of saving and show that it's normal to save and normal to help employees save

6.3.3. Those employers/organisations in a more negative or neutral space to provide their employees with the right information at key points.

6.4. In addition, the Client is aware that employer advocacy work is a natural follow-on to help implement an aspect of the engagement strand of the 2017 AE Review (search 2017 AE Review for more information). Key highlights from the review includes:

6.4.1. That the support of employers is a crucial factor in the success of AE

6.4.2. That 'positive' employer attitudes towards workplace pension can have positive, supportive influence on their employees saving journey

6.4.3. Employees place a greater degree of trust in their employers, than with government or Pensions providers

6.4.4. Employers may need support and assistance, as complex language make pensions a difficult area to navigate for some employers

6.4.5. Employers may be uncertain about what they can say to employees and fear that they will fall foul of regulations about what constitutes financial advice and guidance.

7. RETURN ON INVESTMENT FOR THE WORKPLACE PENSIONS CAMPAIGN

7.1. The Client conducted research (structural equation modelling and key driver analysis) to demonstrate the direct correlation between increased knowledge of pensions, positivity of pensions, intention to stay enrolled and remain enrolled in a workplace pension. As a result it is known that advert recognisers are more likely to recall the messages, as a result they have greater knowledge about the workplace pensions which increases their intention to remain enrolled.

7.2. Analysis is based on the best data available and could be an under-estimate.

7.3. It is estimated that employee campaign activity contributes to and influences the equivalent of 2-4% of an employee's decision to remain enrolled in a workplace pension, following automatic enrolment

7.4. Based on this estimate it could be assumed that if there was no employee campaign activity accompanying the roll-out of automatic enrolment, the opt-out rate may

increase from 9% to between 11- 13%. This would equate to a reduction in the amount saved into workplace pensions annually of around £374m - £747m.

7.5. It is estimated that employer campaign activity contributes to a 2% uplift in the compliance rate of employers meeting their duties on time.

7.6. Based on this estimate it could be assumed that if there was no employer campaign activity accompanying roll-out, the on-time compliance rate may reduce from 85% to 83%. This would equate to a reduction in the amount saved into workplace pensions annually of around £9m.

8. SERVICE LEVEL AGREEMENTS AND KEY PERFORMANCE INDICATORS

8.1. The Client will measure the success of the Agency's delivery by:

SLA	Service Area	SLA Description	Target (%)
1	Service Delivery	The Agency is required to adhere to the timescales/ project plans and costs for each campaign unless otherwise agreed by the Client	100
2	Account Management	Provision of spend data and other reporting in a format designed	98
3	Account Management	Agency continually adheres to the Client's branding, data security and other guidance, (to be provided to the successful Agency upon appointment).	100
4	Account Management	<p>The Agency delivers customer satisfaction with account management arrangements, as judged by regular Client questionnaires (to be designed with the Client on appointment).</p> <p>The questionnaire will include assessment as to whether;</p> <ul style="list-style-type: none"> - The Agency is open and cooperative in their relationship with the Client, and is flexible in response to changing departmental requirements; - The Client will find solutions to any issues that arise during the duration of the Contract. 	90
5	Reporting	Provision of spend data and other reporting in a format designed by the Client to the Client within 5 working days of request.	100

- 8.2. Where the Client identifies poor performance (4 consecutive failures in any rolling 6 month period) against the KPIs 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.
- 8.3. 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.
- 8.4. 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.
- 8.5. 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 the Terms and Conditions.

9. CLIENT RESPONSIBILITIES

- 9.1. The Client will share full information about the relevant campaigns, including objectives, insight and wider implementation activities that the partnership activity will sit alongside.
- 9.2. The Client will have regular adhoc meetings with the Agency, which will be determined during the duration of the Contract and as dictated by key implementation milestones, to review deliverables, finances and update of any wider strategic decisions which may impact on activity.

10. REPORTING

- 10.1. The Agency will provide regular evaluation reports in appropriate and agreed formats which include analysis and recommendations, after each period of campaign activity exercise.
- 10.2. The Agency will provide the Client with top line findings shortly after the campaign period has taken place, as well as full and final versions of the results, which will be dictated by campaign bursts, and /or Agency activity – which will be mutually agreed.
- 10.3. The Agency will also provide recommendations on what format of reporting will best feed into the Client reporting, and support appropriately the Client's wider evaluation objectives requirements, specifically measurement against KPIs.

- 10.4. Reporting must be authoritative and comprehensive, and it will be necessary to present this in a format, which can be readily understood by colleagues unfamiliar with communications or partnership marketing terminology.
- 10.5. The Agency will need to present the results of campaign activity, including analysis and recommendations, in person to the Client. This is likely to take place in the Client's offices in Caxton House, Tothill Street, London SW1H 9NA.
- 10.6. The Agency has to be flexible and responsive to need; for example at certain times, fast and succinct reporting may be required – either on existing results or on new activity which the Client may want to commission on an ad hoc basis.
- 10.7. The Agency will need to provide regular updates on the progress of the work they are carrying out. This may be by email or as part of a weekly or fortnightly teleconference with the Client. A formal structure will be agreed post award.
- 10.8. As part of agreed performance and service monitoring, the Agency will also provide regular reports detailing the delivery of the Service as well as achievements, targets met, and lessons learned after any campaign activity.
- 10.9. The Agency should note that at the end of the Contract, contacts and relationships built belong to the Client and will be submitted as part of the end of Contract handover.

11. LOCATION

- 11.1. The location of the Services will be carried out at the winning Agencies premises and when requested attendance at meetings will be required at:
- 11.2. Department for Work and Pensions (DWP) Caxton House Tothill Street London S

ANNEX B

Agency Proposal

Service will be provided in line with the Agency's tender proposal dated 30th April 2018 and presentation dated 25th May 2018 and extract of which is below

1. ACCOUNT MANAGEMENT AND PROJECT DELIVERY PROCESS

- 1.1. The account team will be responsible for ensuring that all agreed project deliverables and outcomes are met. Following the Clients initial brief, the Agency will outline a detailed 'Scope of Work' (SoW) project plan which will be agreed with the Client prior to work commencing.
- 1.2. The Agency have a tried and tested partnership marketing delivery roadmap, or methodology for designing and measuring partnership marketing programmes, that works as a phased 5 step process:
 - 1.2.1. Prepare
 - 1.2.2. Engage
 - 1.2.3. Inform
 - 1.2.4. Motivate
 - 1.2.5. Review
- 1.3. The prepare phase includes strategic planning, insight generation and partner mapping and selection. Additional elements of the preparation phase include:
 - 1.3.1. Setting specific partnership objectives that support the overall campaign objectives and feed into KPIs.
 - 1.3.2. Developing propositions for partners to highlight what they will get out of a partnership and why they would be interested in partnering with the Client. This includes identifying what are the triggers for partners for each campaign.
 - 1.3.3. Detailed KPIs and measurement methodology..
 - 1.3.4. Researching organisational insights and securing the most up to date decision maker contact details for each prospect partner.
 - 1.3.5. Preparing a communications audit and briefing on asset bank requirements.
 - 1.3.6. Agreeing partner engagement priorities and campaign phasing
- 1.4. The partner engage phase commences with agreeing with the Client the most appropriate approach to prospect partners. This may take the form of an initial workshop invitation from the Client, an introductory email from the Client about the campaign background and 'ask', or a direct approach from the Agency on the Clients behalf. Approaching prospect partners is then a relatively intense period that involves multiple phone calls and emails to target the decision maker, 'sell-in' the campaign, and negotiate their commitment to provide free marketing support. Once partner commitment is secured, the Agency will inform partners making it as easy as

possible for them to share campaign messages through their channels. The Agency will provide a tailored suite of materials and campaign assets according to the partner needs and channels offered. The Account Manager within the Agency will continue to chase delivery of all the initial activity that the partnership was set up to deliver. In order to motivate partners to share campaign information more than once, the Agency will develop customer relationship management (CRM) programmes to maximise ongoing support. Partners will be sent regular fresh campaign content to maximise future marketing support, and all mailouts are followed up by phone by the team's Account Manager to relationship build and motivate partners to continue to share the campaign materials. From the review stage the Agency will build back all learning into future plans that will enhance the approach. This may include changes to partner prioritisation, property selection, engagement methodology, or even resourcing.

- 1.5. Account Administration: Overall service delivery arrangements will be reviewed by the Agency on an ongoing basis and performance will be reviewed at regular face to face or teleconference meetings with the Client. To ensure regular transparency the account team will circulate a written status sheet at the end of each month to review at the performance meeting. The Agency will hold a Quarterly Business Review for the Client in which the Agency will discuss and encourage feedback on all aspects of the Agency performance including; account management, project delivery against objectives, and future priorities.
- 1.6. Budget control: All budgets will be monitored on an ongoing basis by the project lead and outlined at initial stages. Prior to issuing of an invoice, the Agency will provide a monthly written reconciliation of time and task which should be approved by the Client. The project lead will also ensure cost efficiencies are generate wherever possible.
- 1.7. Knowledge sharing: the Agency will host inductions into business and partnership marketing for all the Clients new joiners and would also offer the Client individual team members the opportunity to shadow the Agencies team to build a deeper understanding of specific areas of partner acquisition or retention.
- 1.8. Escalation procedure: Between them the Contract Manager, Senior Manager of the Agency and the Director or the Agency, will govern the following proposed 'Dispute Resolution' procedure:

Stage	DWP Representative	The Agencies Representative	Named MG OMD Representative	Maximum length of stage (consecutive calendar days)

1	The Contract Manager	The Agency Contract Manager	[REDACTED]	5
2	A Senior Manager	A senior manager of the Agency	[REDACTED]	5
3	Head of Procurement	A Director of the Agency	[REDACTED]	5

1.9. The Agency's account management will prevent major issues arising and that, in the first instance, those that do can be resolved directly between The Clients team members and the day to day Agencies account team. However, there will be instances where a formal escalation process needs to be applied. Should this be the case, it is advised that the first contact to be with the Agency Contract Manager, who will:

- 1.9.1. Acknowledge the complaint within one working day and conduct further investigation
- 1.9.2. Identify if the complaint needs to be escalated further and, depending on the nature of the concerns identified, will aim to ensure a resolution within 72 hours. The Agency will recognise that some complaints may require quicker resolution, whilst others may take longer to address
- 1.9.3. Will provide written confirmation of any resolution or proposed solutions to the problem, which will be followed up with a call or face-to-face meeting, again depending on the nature of the complaint.

1.10. If an issue remains unresolved, after these steps have been taken, it will be escalated to a senior Manager of the Agency and then to a Director of the Agency, who will work collaboratively with the Clients team to reach a resolution.

1.11. Contingency and disaster recovery plans - As a subsidiary of Omnicom Group (OMG), a US publicly-held company, the Agency has an ongoing obligation to maintain proper internal controls to comply with the Sarbanes-Oxley Act of 2002. The Agency will continually carries out risk assessment processes across their operations to identify key financial risks and devise key controls to properly mitigate these risks. These internal controls and procedures include with respect to billing, payments, payroll, financial reporting, information technology and overall management controls. In conjunction with the risk assessment process, the Agency will conduct tests on a quarterly basis to ensure that the key controls as designed are effective. The Agency performs over 1,000 tests per quarter on the Agencies financial processes and related management controls. The testing results have

indicated that all significant financial risks are appropriately mitigated with effective internal controls.

- 1.12. Ensuring delivery of Service Level Agreements (SLA). The Agency will work with the Client to ensure the SLA is 'SMART' – specific, measurable, achievable, relevant and time- bound. It will outline the services that the Agency has agreed to supply to the Client, the overall standard which the Agency will aim to achieve this service provision, and the mechanism for resolving problems relating to the delivery of the service. The latter would follow the Escalation Procedure outlined above.
- 1.13. The Agency will set up and agree responsibilities and time-frames for project deliverables within each of the Clients campaigns. The Agency will also introduce a Client Service questionnaire. This will allow the Client to regularly evaluate The Agencies performance – quality of service - against agreed KPIs and partnership marketing objectives as part of the SLA.
- 1.14. Collaborating with campaign stakeholders - The Agency will seek regular contact with key stakeholders (e.g. quarterly meetings or a monthly steering committee) to ensure they remain advocates of the campaign strategy and progress, as well as provide the Client with an opportunity to draw on industry and consumer expertise, knowledge and influence.
- 1.15. Compliance with GDPR – The Agency will comply with the new EU General Data Protection Regulation law stated within Schedule 6 of the Terms and Conditions. The Agency will ensure that any future contact with new and existing organisations would meet these stringent data protection requirements.

2. STRATEGIC PLANNING AND PARTNER SELECTION/ TARGETING APPROACH.

2.1. The Agency will have access data sources from across the entire Omnicom Media Group, as well as the Evidence Unit in Manning Gottlieb OMD (MGOMD), who provide specialist data and digital analytics, and econometric analysis. A key data source is Kantar's Target Group Index (TGi). The foundation of the Agency partner selection criteria is understanding the target audience's preferences, attitudes, behaviours, product consumption and usage of services. With this knowledge, the Agency can map key touch points in audience's everyday lives, close to home and in their daily routine. Often there are also key life stages when the target audience are most receptive to consider positive behaviour changes. From this the Agency proposes the most relevant candidate partner sectors. The Agency's choice and prioritisation of specific candidate partner brands, organisations and/or influencers then relies on checking candidates based on these behavioural change principles:

2.1.1. Do they provide the right context for and fit with the message?

2.1.2. Does the audience trust this organisation?

2.1.3. Who reaches the biggest proportion of the audience on a day to day basis?

- 2.1.4. Who can best help to 'normalise' the message?
- 2.1.5. Do they have a strong local or community presence?
- 2.1.6. Is this an influential network or channel?

3. PARTNER SELECTION FOR THE WORKPLACE PENSION CAMPAIGN

- 3.1. Considering the touchpoints for the target audience of 22 – 65-year-old working adults for the Workplace Pensions campaign, the workplace is clearly the perfect place to be reminded of the benefits of having a pension. Employers meet all strategic partner selection criteria (shown above) for the Workplace Pension brief:
 - 3.1.1. Employers can deliver the greatest reach to the target audience on a day-to-day basis
 - 3.1.2. The workplace provides a relevant context in which to have a conversation about pensions, as people already engage with money in this environment through wages
- 3.2. The Client's data confirms that "Employees place a greater degree of trust in their employers, than with government or pensions providers" making employers an influential voice to talk about the benefits of saving for the future
- 3.3. In addition, the Agency believe that using the workplace as a conduit for financial help offers a win-win opportunity for employees and employers. Research reports from 2017 show that employers have a vested interest in helping their employees improve their financial well-being, as poor financial well-being impacts on worker productivity and ultimately their bottom line. Conversely, if employers are able to reduce financial worries amongst their employees it can raise staff morale, increase trust, and improve retention levels
- 3.4. Corporate Employer partners – the Agency will engage proactively with the largest UK employers, across all industry sectors. Potential Corporate partners would be selected from the list of the largest employers in the UK: ASDA, Tesco, Morrisons, Marks & Spencer, Sainsbury's, Co-op, John Lewis, McDonald's, British Airways, Arriva, HSBC, Lloyds Banking Group, Royal Mail, Arcadia Group, Balfour Beatty. The Agency will work hard to secure at least one partner to become a public advocate from the retail and construction sectors, who could become spokespeople amongst their peers, normalising the provision and promotion of workplace pensions in these high risk (of non- compliance) sectors. The Agency will work with each Corporate partner to develop tailored materials for them to use to promote the benefits of saving for the future; posters for use on noticeboards at coffee points, water cooler stations, in lifts, rest rooms etc., case studies, benefit led information, and advice on household budgeting for the staff intranet to draw together the overall messages about 'Get to know yours' and the wider holistic pensions message. In addition, the Agency will connect the services offered by Pension Wise and work

with each Employer partner to offer an integrated way for members of staff to book pension advice appointments via their intranet with Pension Wise. The Agency believes that there is also an opportunity to draw support from each Corporate partner's pension provider to co-fund tailored materials. In addition, working in partnership with the payroll provider for each Corporate partner would give a contextually relevant opportunity to include positive, personalised social norming messaging on monthly payslips e.g. "80% of you are saving more than £100 every month for your retirement". The Agency will work hard to develop strong relationships with Employers through regular dialogue and meetings. The Agency will work alongside the PR departments to maximise the potential for partners to become business advocates of employee pension support, as well as help them maximise exposure of their efforts to be a responsible employer. By building long term partnerships with key Employers, the Agency will develop the scope of partner communications to go beyond workplace pensions to the wider pensions agenda promoting personal ownership of saving for the future encompassing state pension, personal pension and seeking saving advice.

- 3.5. Creative opportunity to drive deeper engagement and encourage increased pension contributions: the Agency will shape 'super partnership' with one of the leading pension providers such as Legal and General, Prudential or NEST, alongside a well-established loyalty programme such as Tesco Clubcard, Boots Loyalty card or Nectar. The Agency will aim to offer the pensions provider's corporate clients the loyalty scheme for those workers opted in to their workplace pension. Employees will be rewarded with points towards everyday money saving benefits for remaining enrolled and also rewarded with additional points the more they contribute to their pension. This both helps the Agency to measure the effectiveness of incentivising those in a workplace pension to remain, as well as give the Agency a methodology to drive increased saving over time. The partnership would be a 'multi-win': it gives the Pension Provider a benefit to offer their corporate clients, the Loyalty scheme provider an opportunity to extend their market share, the employer enhances their benefits offering, and employees get discounts and money-off vouchers. In terms of propriety, the Client will invite pension providers to express their interest against specific criteria to ensure partners are sought and selected in an open and even-handed way.
- 3.6. SME Employer partners Small and medium sized employers (SMEs) as well as micro businesses and new-borns will have a greater need for support to communicate workplace pension to their employees, as well as navigate the complex pensions language, as most won't have dedicated HR resource. An off the shelf toolkit of guidance materials and assets will be developed to equip employers with resources to encourage employees to take an interest in and ownership of their workplace pension, and more widely with 'what your pension means to you'. The Agency have a design team in house that can develop partner materials if required. The Agency

will reach SMEs, micros and new-borns through the trusted voice of intermediaries. Potential partners would be sourced from employer, professional and trade bodies, such as: Federation of Small Businesses, British Franchise Association, Business in the Community, Women in Business, Association of Convenience Stores, National Farmers' Union, British Retail Consortium, British Hospitality Association, British Independent Motor Trade Association, Confederation of Roofing Contractors, British Beer and Pub Association, Chartered Institute of Personnel and Development. Intermediaries' role would be to encourage their members and clients to consider the business benefits of supporting the financial wellbeing of employees, and to raise awareness of the toolkit.

- 3.7. Creative opportunity to drive deeper engagement: the Agency will work with an intermediary partner from each of the industry sectors to run a competition to find the (Construction/ Retail/ Travel/ Small Business etc.) "Small Business Employer of the Year". Using seed funding to ensure the Client have control of the delivery, timing and messaging, the Agency will define the winning criteria e.g. the financial health and wellbeing of employees and the number of employees contributing to their workplace pension. This mechanic would generate excitement and greater penetration into small businesses, provide the Agency with a group of SME Employer Workplace Pension advocates who could be invited to a steering group to help shape future employer engagement strategy, as well as become a source of case studies that could be fuel future paid media channels. The Agency is aware that radio has been an effective communication channel to reach employers for TPR, and therefore the Agency will secure support from local radio stations to both activate and amplify the competition and publicise the winning case studies. The winners could be announced on Pensions Awareness Day in September, helping to provide valuable PR content.
- 3.8. Additional partner opportunities: the Agency believes that there are also other partnerships that could effectively reach working adults both for the Workplace Pension campaign, as well as the wider State Pension and Pension Wise campaigns. Research and insights on attitudes to pensions shows that greater resonance could be achieved by communicating to people at key touchpoints in their lives (in addition to their time at work): moments when people are particularly receptive to messages about pensions are times when they were planning ahead, trying to take control of their finances or when they are financially pressured. Trusted partner voices are well placed to frame pensions and the benefits of future saving in emotional and personal moments. For example, talking to people when they're changing jobs, or targeting new parents when they're feeling the need to be more financially responsible for the first time. This approach allows the Agency to consider targeted messages via different partners according to the Client's three strategic audience groups: pre-family, family and pre-retirement, all with different attitudes and triggers for behaviour change. The Agency's partner selection will focus on

organisations touching people at these key life stages, including: Recruitment firms, price comparison websites and consumer associations, early years childcare settings such as local community nurseries, rental agencies, DIY stores, utility providers.

- 3.9. This partnership marketing strategy will also facilitate impactful, contextually relevant and personal messaging such as 'Pensions are as natural as planning your next move – Get to know yours' or 'Pensions are as natural as organising childcare – Get to know yours'.
- 3.10. Measuring Success: the Agency has a robust approach to measuring the effectiveness of partnership marketing against the approved KPIs based on the Government Communications Service Evaluation Model of outputs, outtakes and outcomes, and the Agency would bring this rigour to the Client's account. Output: The Client's partnership marketing output measurement will include a partner touchpoints map, selection of partner sectors, a prioritised list of organisations to engage within each sector, the overall number of prospect organisations contacted within an agreed timeframe, a project delivery plan and an agreed set of evaluation KPIs. Outtakes include a measure of acquisition success: the number of committed partners acquired, audience reach of committed partners in each category, their level of participation (core vs associate, bespoke, multi-level or logo), and whether national, regional or local communications went live. The KPI of partner conversion rate (from candidate to committed marketing partner) achieved by the Agency is one of the key ways to evaluate acquisition skills. Outtakes can also include the success of partner retention. One outtake is partner satisfaction to help gauge the likelihood of that organisation to continue to support the campaign – The Agency will send a bespoke questionnaire to partners with responses directly sent to the Client. A further outtake to measure success of the partner retention activity is the number of active partners as a percentage of the initial committed partner database. Outcome: Where a partnership is delivered by a national brand, it is possible to measure outcome, and the Agency will advise that the impact of the partner communications on audience awareness, attitudes and claimed behaviour should be tracked via the Clients' annual campaign tracking survey. Where an evaluation budget allows, the Agency recommend bespoke evaluation of partner communications to show pre and post activity consumer awareness, understanding and claimed behaviour. For the Client this might manifest as a survey (pre and post online questionnaire) with a corporate partner to measure employee attitude to saving for the future, pre and post activity.
- 3.11. For public sector campaigns, the desired campaign response is usually visits to an information website or calls to an 0800 number, and channel effectiveness can be measured for partnership marketing if a bespoke 0800 number is utilised across all partner collateral.: return on investment can also be measured based on 'advertising

equivalent value' which estimates the value of all the campaign partnership communications delivered. This is modelled on the type of channel used, period live and data about audience reach. The Agency has a bespoke, proprietary valuation tool, which was designed with input from the Data and Research teams within the OMG media agencies. However, it remains difficult to put a value on a trusted voice, and therefore the Agency advocates not using the response or equivalent value methods alone to determine the impact of partnership marketing on the effectiveness of any social change campaign. Partner channels also work synergistically with other media channels to drive brand awareness, normalise, deepen understanding, or build reassurance – all difficult to separate as a quantifiable return on investment measurement.

Annex C

Agency Pricing

4. Rate Card

4.1. All the discounted framework rates included below, form part of the contract and will be held firm the initial contract period and any subsequent extension. Please note that rates exclude VAT but include all expenses.

Role	Level	Offered Rate
Deputy Managing Director	Board	[REDACTED]
Government Partnerships Lead	Board	[REDACTED]
Senior Partnerships Manager	Senior	[REDACTED]
Designer	Mid	[REDACTED]
Account Manager	Junior	[REDACTED]

Agency's Pricing Matrix

[REDACTED]

Annex D

DWP Payment Policy

1. Payment and VAT

- 1.1. The Client shall pay all sums by direct credit transfer into a suitable bank account or by other electronic payment methods as appropriate.
- 1.2. Where the Agency submits an invoice to the Client in accordance with clause 1.5, the Client will consider and verify that invoice in a timely fashion.
- 1.3. The Client shall pay the Contract Price due to the Agency under such an invoice no later than a period of thirty (30) days from the date on which the Client has determined that the invoice is valid and undisputed.
- 1.4. Where the Client fails to comply with clause 1.2 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 1.3 after a reasonable period of time has passed.
- 1.5. The Agency shall ensure that each invoice contains a valid reference number. All appropriate references and a detailed breakdown of the Services supplied.
- 1.6. Where the Agency enters into a Sub-contract for the purpose of performing its obligations under the Contract, the Agency shall include in that Sub-contract:-
 - 1.6.1. provisions having the same effect as clauses 1.2 – 1.4 (inclusive) of the Contract; and
 - 1.6.2. a provision requiring the counterparty to that Sub-contract to include in any sub-contract which it awards provisions having the same effect as clauses 1.2 – 1.4 (inclusive) of the Contract.

- 1.7. The Agency shall add VAT to the Contract Price at the prevailing rate as applicable and the Client shall pay the VAT to the Agency following an undisputed claim for payment being notified by the Agency.
- 1.8. The Agency shall indemnify the Client on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied, demanded or assessed on the Client at any time in respect of the Agency's failure to account for or to pay any VAT relating to payments made to the Agency under the Contract. Any amounts due under this clause 1.8 shall be paid by the Agency to the Client not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Client.
- 1.9. The Agency shall not suspend the supply of the Services unless the Agency is entitled to terminate the Contract for failure to pay undisputed sums of money. Interest shall be payable by the Client on the late payment of any undisputed sums of money properly claimed in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).
- 1.10. Where payment by the Client of all or any part of any payment submitted or other claim for payment by the Agency is disputed.
- 1.11. Without prejudice to clause 1.8, for the avoidance of doubt, it shall at all times remain the sole responsibility of the Agency to:-
- 1.11.1. assess the VAT rate(s) and tax liability arising out of or in connection with the Contract; and
 - 1.11.2. account for or pay any VAT (and any other tax liability) relating to payments made to the Agency under the Contract to HM Revenue & Customs ("HMRC").
- 1.12. The Client shall not be liable to the Agency in any way whatsoever for any error or failure made by the Agency (or the Client) in relation to VAT, including without limit:-
- 1.12.1. where the Agency is subject to a VAT ruling(s) by HMRC (or such other relevant authority) in connection with the Contract;
 - 1.12.2. where the Agency has assumed that it can recover input VAT and (for whatever reason) this assumption is subsequently held by HMRC (or such other relevant authority) to be incorrect or invalid; and/or
 - 1.12.3. where the Agency's treatment of VAT in respect of any claim for payment made under the Contract is subsequently held by HMRC (or such other relevant authority) for whatever reason to be incorrect or invalid; and/or
 - 1.12.4. where the Agency has specified a rate of VAT, or a VAT classification, to the Client (including, but not limited to, Out of Scope, Exempt, 0%, Standard Rate and Reduced Rate) but the Agency subsequently regards such a rate, or such a classification, as being a mistake on its part. Further, in the scenario described

in this clause 1.12 (d), the Agency shall be obliged to repay any overpayment by the Client on demand.

- 1.13. Where the Agency does not include VAT on an invoice, the Client will not be liable to pay any VAT for that invoice either when it falls due, or at any later date.
- 1.14. The Agency acknowledges that the Client has advised the Agency that the Agency should seek its own specialist VAT advice in relation to the Contract and, in the event of any uncertainty following specialist advice, the Agency should seek clarification of the Contract's VAT status with HMRC.