

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

Part 1: Letter of Appointment

LOT 9 - Production

Border Force an Agency of The Secretary of State for the Home Department (Client)
Learning Capability and Talent Team
Martello House
Shearway Business Park
Folkestone
Kent
CT19 4RH

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 16th January 2017.

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:	TBC
From:	Border Force an agency of The Secretary of State for the Home Department ("Client")
To:	Pukka Films ("Agent")

Effective Date:	Monday 5 th August 2019
Expiry Date:	End date of Initial Period 4 th August 2021 End date of Maximum Extension Period 4 th August 2022 Minimum written notice to Agency in respect of extension: 30 days.

Relevant Lot:	9 Production
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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
Statement of Work	The Parties may enter into such Statements of Work as are agreed between the Parties under Clause 1.2. Any additional work must be agreed by both parties using the statement of works or another briefing document mutually agreed by both parties.

Key Individuals:	For the Client: REDACTED For the Agent: REDACTED
Guarantor(s)	N/A

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	<p>Prices will remain firm for the duration of the Contract.</p> <p>The maximum Contract value will not exceed £500,000.00 the Client is not committed to spending the full amount. As this is a call off Contract the Client cannot guarantee volumes of work.</p> <p>Milestone payments for any work commissioned under this Contract will be agreed between the Agency and the Client prior to the commencement of the work.</p> <p>Rate Card – Daily rates are based on a working day consisting of eight (8) hours (Excluding lunch break). Day rates are inclusive of all expenses and exclusive of VAT.</p> <p>REDACTED</p>
Liability	Agency Liability: see clause 18.3 of Call Off Contract Client Liability: see clause 18.5 of Call Off Contract
Insurance Requirements	As per the Framework Terms and Conditions

Client billing address for invoicing:	<p>Payment will be made 30 days following receipt of a correctly submitted invoice.</p> <p>Before Payment can be considered, each invoice must include a detailed elemental breakdown of work completed and associated costs.</p> <p>All invoices MUST include a valid Purchase Order number.</p> <p>Invoices should be submitted either via email or Post not both.</p> <p>Invoice address for emails: REDACTED</p>
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GDPR	As per Call-Off Schedule 8
Alternative and/or additional provisions:	N/A

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

SCOPE OF REQUIREMENT

The scope of the requirement includes duty of care for personnel, filming at port and green screen, production and editing of films and all transport and logistics required for travel.

The initial scope for this programme of work will be 24 months (March 2019 – March 2021) and the Contract will be August 2019 – July 2021 for delivery of all required videos. There will be an option to extend this contract for a further twelve (12) months (2+1).

The number of videos required is still being scoped but will be around the region of 20 videos between 5 and 20 minutes in length. The videos will mainly be animated with some live action and “talking head” style videos interspersed. As this is a call-off Contract the Client cannot guarantee volumes of work.

The Agency must be able to travel independently to locations within London and the South East, including sea ports and airports (exact filming locations to be determined).

The Client will arrange visitor clearance for filming on location on behalf of the Agency.

Out of Scope of the requirement

Scripting the Client will provide all scripts to the Agency

THE REQUIREMENT

Home Office Learning Design Team have reviewed the content of the existing material and identified key areas that can be reproduced as videos.

The Operational Training videos will be across various modules of learning and the exact content and amount of videos needed will be determined in line with the Agency but current scope is 20 videos between 5 and 20 minutes in length.

The videos will be in English, the Client also requires subtitled versions and accessible formats such as transcripts.

The videos need to be branded in line with current Home Office video content so there is a consistency across videos. They must also include animated content that can be edited without live reshoots if policy/legislation changes.

The Agency will manage the filming schedule with input from the Client

The Agency is responsible for all post production including editing

The Agency is responsible for storyboarding the videos with input from the Client

The Client will provide content and scripting for all videos. The Agency will be required to help improve scripting if required/deemed necessary in their professional capacity.

The Client will source actors, filming locations, props and some image content. The Agency will need to provide green screen (if required) and some image/animated graphic content

The Agency will work with the Client to determine how content can be translated into video/animation

The Agency will work with the Client to determine how long each video should be based on the content

TECHNICAL SPECIFICATIONS FOR THE AGENCY:

Must have own equipment

Able to plan, direct, film and edit live action content

Able to create animated content

Able to translate written content into appropriate video content reducing delivery time

Able to work with content design team on storyboard and scripting

Animated content should be easy to update in line with policy changes

Editing film content to required length to be included.

Duty of care for any one individual working on this project is the responsibility of the Agency.

Content needs to be suitable for screens (TV, Smart Board, projectors) PC/Laptops, MAC and mobile devices/tablets. The videos must be transferred to the Client via Vimeo link and hard copies provided on an encrypted USB.

KEY MILESTONES AND DELIVERABLES

The following Contract milestones/deliverables will apply for all Operational Training Videos but initially based on the first video delivered:

Milestone/Deliverable	Description	Timeframe
1	Draft production plan submitted to the Client	Within 1 weeks on Contract Award
2	Pre-production meeting with the Client and implementing partner	Within 2 weeks on Contract Award
3	Agency commences filming	Within 4 weeks on Contract Award
4	First cut of videos viewed by the Client	Within 8 weeks on Contract Award
5	Final content agreed and delivered to Client	Within 10 weeks on Contract Award

Timeframes for each additional video will be determined by the Client and Agency once the content has been agreed but should follow a similar timescale as above or shorter when dealing with animations only.

MANAGEMENT INFORMATION/REPORTING

The Agency must work closely with the Client providing timely updates on progress against the above timeframes.

VOLUMES

The Client requires approximately 20 videos of between 5-20 minutes in length. However, please note the exact amount is subject to change but would be agreed in advance with the Agency should additional videos be required/contract extension required.

CONTINUOUS IMPROVEMENT

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

The Agency shall 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 Client recognises its responsibility to carry out its procurement activities in an environmentally and socially responsible manner. The Client will strive to incorporate environmental and social considerations into our product and services selection process. The Client recognises that it is their responsibility to encourage suppliers and contractors to minimise negative environmental and social effects with the products and services they provide. The Client will also strive to ensure that local and smaller suppliers are not discriminated against in the procurement process and specifications.

QUALITY

The Agency must produce high definition quality video and 2D animation content.

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.

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 Agency is responsible for supplying all of the video services and for performing all of its obligations under contract as set out in this statement of requirement. The service level agreements (SLA) below sets out high level delivery timescales. Any further KPI/SLA will be determined on a case by case basis and the Agency will be notified in advance of these.

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery Timescales	Pre-Production including storyboarding to be completed within 4 weeks of Client providing content and brief	100%
2	Delivery Timescales	Post production including editing and client review to be completed within 6 weeks of shooting	100%
3	Account Management	All requests from the Client to be responded to within 48 hours, either via email or telephone to the	100%

		Client's nominated account manager.	
4	Account Management	Complaints to be responded to within 24 hours via email or telephone and resolved within 5 working days.	100%

Where there is poor performance the Client shall notify the Agency. The Agency shall have the opportunity to improve the performance to the satisfaction of the Client.

The Client reserves the right to request further content for videos should they not be deemed as acceptable.

All video content shall be approved by the Client prior to the final content being produced.

The Client reserves the right to terminate the Contract due to poor performance under the Terms and Conditions of the RM3796 Communication Services Framework.

SECURITY AND CONFIDENTIALITY REQUIREMENTS

All footage shall be securely transferred to the Client. All footage shall be supplied digitally and password protected. Encryption is not required.

The Agency and its staff must be vetted up to and including Baseline clearance or equivalent. The Agency will be required to show proof before commencing work as access to certain sites and information will be dependent on this security clearance.

The Agency will provide the name and date of birth of all staff attending site to the Client 24 hours in advance, photo ID will also be required on the day. The Client will require registration numbers of all vehicles 24 hours in advance of any visit.

INTELLECTUAL PROPERTY RIGHTS (IPR)

All IPR in any materials created or developed by the Agency pursuant to any contract shall rest with the Client.

All content shall be supplied to the Client in the agreed formats to allow for future development if and when it is required.

The Agency shall not reproduce, reformat or in any way alter any materials on expiry of any contract for the purpose of licensing such materials to third parties or general distribution without the approval of the Client.

CONTRACT MANAGEMENT

The Client shall be responsible for the management of this contract

The Agency shall be expected to attend quarterly contract management reviews with the Client. Any additional meetings would be agreed on a needs by needs basis otherwise email or telephone contact would be sufficient.

Attendance at Contract Review meetings shall be at the Agency's own expense.

LOCATION

The location of the Services will be carried out at a number of Border Force ports in the South East region, Martello House: Folkestone and Marsham Street: London (exact Port locations will be determined once content is finalised).

ANNEX B
Agency Proposal
REDACTED

ANNEX C
Statement of Works
NOT USED

Part 2: Call-Off Terms

As per Framework RM3796 Communication Services