

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

### Part 1: Letter of Appointment

Ministry of Defence  
Defence Infrastructure Organisation (DIO)

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 10<sup>th</sup> August 2020.

Capitalised terms and expressions used in this letter have the same meanings as in the Call-Off Terms unless the context otherwise requires.

Order Number:	tbc
From:	Ministry of Defence ("Client")
To:	23 Red LTD ("Agency")

Effective Date:	10 <sup>th</sup> August 2020
Expiry Date:	End date of Initial Period 31 <sup>st</sup> December 2020 End date of Maximum Extension Period 30 <sup>th</sup> June 2021 Minimum written notice to Agency in respect of extension: 30 days

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; The Parties may enter into such Statements of Work as are agreed between the Parties under Clause 1.2
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Key Individuals:	<p><b>For the Client</b> REDACTED</p> <p><b>For the Agency</b> REDACTED</p>
[Guarantor(s)]	Not Applicable

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	<p>As per Annex C Contract Charges</p> <p>The maximum Contract Value shall not exceed £90,000.00 including any extension options.</p> <p>The value is stated as a maximum only and is not a commitment of spend by the Client. The Client reserves the right not to spend this or any amount and gives no guarantee of spend.</p> <p>Roles and Rates will remain firm for the duration of the Contract and are based upon an eight (8) hour day and are inclusive of expenses and exclusive of VAT</p>
Liability	<p>Agency Liability: as per 18.2 of Call Off Contract</p> <p>Client Liability: as per 18.4 of Call Off Contract</p>
Insurance Requirements	None in addition to the terms and conditions of RM3774
Client billing address for invoicing:	<p>Payment will be via CP&amp;F.</p> <p>The Agency shall sign up to the terms within DEF Form 30 electronic transaction agreement and be fully set up on Exostar.</p> <p>Before payment can be considered each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p> <p>Invoices to be sent to REDACTED</p>

GDPR	Call-Off Schedule 8 (Authorised Processing Template)
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Alternative and/or additional provisions:	[ ]
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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. DEFINITIONS**

<b>Expression or Acronym</b>	<b>Definition</b>
MOD	Ministry of Defence
DIO	Defence Infrastructure Organisation (The Authority)
DTE	Defence Training Estate
TEPS	Training Estate Public Safety

**2. SCOPE OF REQUIREMENT**

- 2.1 The Contract shall commence upon Contract Award, and run until 31/12/2020 with an option to extend by a further six (6) months.
- 2.2 Taking into account the Client's existing TEPS research and short-term communication activities, the Agency shall develop a campaign that acts as the main visuals/messaging for the TEPS communications campaign in 2020 (Pilot Year).
- 2.3 The Agency shall advise on the use of new and traditional media and channels to assist the Client in developing a media plan for the TEPS campaign.
- 2.4 The Client requires the Agency to assist in the production of some design assets in line with the media plan.
- 2.5 The Agency shall provide the Client's graphics team with all of the concept's design elements for additional in-house work to support the campaign.
- 2.6 The Agency shall work with the Client to develop, refine, execute and evaluate the success of the campaign ahead of the campaign extending into years two (2021) and three (2022).

**3. THE REQUIREMENT**

- 3.1 The Client requires design of a creative, emotionally driven, awareness campaign concept to drive fundamental behavioural change among our audiences. The overarching campaign look and feel must have the flexibility to be adapted (creative/messaging) based on the geographical region(s) and audience(s) being targeted. In the pilot year (2020) the campaign will be focused on two areas of the Defence Estate suffering the highest levels of incursions – Salisbury Plain and Aldershot. The campaign shall deliver:

- 3.2 The change in behaviour that drives a year on year reduction in the number of incursions on the Defence training estate in the UK (or specific regions during pilot year);
- 3.2.1 The Client expect to see both short term and long term sustained reduction in the number of incursions on the Defence Estate 10% reduction in the pilot year of 2020; and
  - 3.2.2 Impressive campaign performance set against agreed sector digital KPIs (reach, interaction, conversions); these will be agreed with the Agency on Contract Award.
  - 3.2.3 Improved relationships between the Client and the campaign's audiences, with targeted audiences being the local communities in and around Salisbury Plain and Aldershot becoming advocates of the campaign narrative.
- 3.3 The campaign shall be able to be applied to traditional and new media (digital and print) and have the potential to last beyond the initial pilot year. Consideration shall be given to new, emerging and innovative communication channels to help the campaign cut through competing national/local campaigns and make a real impact with its audiences and help the Client build new capability. The Agency will need to provide all the documentation produced during this campaign to the Client.
- 3.4 The campaign must have the flexibility to respond to new and/or additional Defence estate incursion problems as they arise. The concept needs to be adaptable for different Training Estate areas. For example, year one is a pilot and the learnings from which can then inform years two and three when the campaign will be widened to include additional areas in years two and three the intent is to address coastal sites where incursions by yachts or surfers are an issue.
- 3.5 Though the Client expect to develop relationships internally, the Client are also keen for consideration to be given to partnerships with national/regional organisations where there might be the opportunity for cooperation for example, the RNLI, tourist boards, National Trust, educational institutions.
- 3.6 This requirement also includes the need for concept development presentation and approval by the Client. Advice on Media Planning, identifying opportunities for targeted communications and Concept artwork developed for key channels and assets provided to the Client within the timeframes at 4.2.
- 3.7 The Agency shall also indicate additional costs associated with copyright and image ownership. The Client wants to avoid the campaign's longevity being curtailed due to, for example, restricted image use.

## 4. KEY MILESTONES AND DELIVERABLES

4.1 The below table outlines the key milestones following contract exchange. Please note the incredibly tight timescale due to the Client's commitment to assisting government's COVID-19 strategy. The Client will work with the Agency to further define timeframes and delivery dates.

4.2 The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Concept development, presentation, and approval	12/08/20 – 03/09/20
2	Advise on Media Planning, identifying opportunities for targeted communications	12/08/20 – 03/09/20
3	Concept artwork developed for key channels and assets provided to DIO	10/09/20
4	Campaign to Launch	14/09/20
5	Attend campaign review meeting #1	Week commencing 19/10/2020
6	Attend campaign review meeting #2	Week commencing 19/10/2020
7	Attend campaign review meeting #3	Week commencing 19/11/2020

## 5. MANAGEMENT INFORMATION/REPORTING

5.1 To ensure efficiency and expediency, the Client requires the Agency to appoint an account manager who will act as point of contact for all initial communications and enquiries. In addition to daily activities and communications, the Client requires scheduled communications to act as ongoing project reference points. This will enable the Client and the Agency to quickly identify and act upon any challenges / opportunities together.

## 6. CONTINUOUS IMPROVEMENT

6.1. The Agency will be expected to communicate openly and efficiently, with regular and agreed scheduled points of communication (meetings).

6.2. The Agency shall ensure representation at agreed campaign review meetings to identify areas for campaign improvement and development.

6.3. The Agency shall act with openness and transparency and consult the Client and seek approval before new ideas or proposed changes are implemented.

## **7. SUSTAINABILITY**

7.1 The Client is committed to the government's sustainability strategy. All outputs of the campaign should consider any impact on sustainability.

## **8. STAFF AND CUSTOMER SERVICE**

8.1 The Agency shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

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

8.3 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.

## **9. SERVICE LEVELS AND PERFORMANCE**

9.1 The Client will measure the quality of the Agency's delivery by:

<b>KPI/SLA</b>	<b>Service Area</b>	<b>KPI/SLA description</b>	<b>Target</b>
1	Incursions	The Client expect to see both short term and long term sustained reduction in the number of incursions on the Defence Estate	10% reduction in pilot year (2020)
2	Incursions	The Client expect to see both short term and long term sustained reduction in the number of incursions on the Defence Estate	Further 5% reduction in year 2 (2021)
3	Incursions	The Client expect to see both short term and long term sustained reduction in the number of incursions on the Defence Estate	Further 5% reduction in year 3 (2022)

## **10. SECURITY AND CONFIDENTIALITY REQUIREMENTS**

- 10.1 Any DIO and/or MOD documents or communications with the Agency are to be treated in the strictest confidence and are not to be circulated outside of the Agency's organisation.
- 10.2 The work carried out will be classified as Official requiring a level of sensitivity at all times.

## **11. CONTRACT MANAGEMENT**

- 11.1 Attendance at Contract Review meetings as stated in the milestones shall be at the Agency's own expense.
- 11.2 The meetings will be virtually due to Covid-19 – where there is a need for meetings face to face then this will be adhering to any social distancing rules in place.

## **12. LOCATION**

- 12.1 Due to COVID-19, the Client is currently implementing a work from home policy. As such, communications, meetings and work including (for example) presentations of concept ideas will be conducted remotely where possible. Any change in this policy will be communicated to the Agency at the earliest opportunity.

**ANNEX B**

**Agency Proposal dated 21<sup>st</sup> July 2020**

**REDACTED**

## **ANNEX C – CONTRACT CHARGES**

All roles and rates will remain firm for the duration of the Contract and any extension. Roles and rates are based upon an 8 hour day and are inclusive of expenses and exclusive of VAT.

REDACTED

**Part 2: Call-Off Terms**

As per Framework RM3774