

RM6003 - MEDIA BUYING - LETTER OF APPOINTMENT

Dear Sirs

Letter of Appointment

This letter of Appointment is issued, in accordance with the provisions of the Framework Agreement (RM6003) between CCS and the Agency, dated 22nd May 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 Cabinet Office with offices at 70 Whitehall, Westminster, London SW1A 2AS ("Client")
To:	OMD Group Limited with offices at 85 Strand, London, WC2R 0DW ("Agency")

Effective Date:	22 nd November 2018
Expiry Date:	End date of Initial Period: 31st May 2022 End date of Maximum Extension Period: n/a Minimum written notice to Agency in respect of extension: n/a

Services required:	<p>Set out in Section 2 (Services offered) and refined by the Client's Brief attached at Annex A.</p> <p>The Parties may enter into such Statements of Works as are agreed between the Parties. All call-off work must be agreed between both Parties using the Client Briefing Template (Schedule 2 of the call off terms and conditions).</p> <p>Client briefs will be issued to the Agency via strategic planning agencies with input from the Client. Once the media plan has been produced and shared with the Client and strategic planning</p>
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	<p>agency, the strategic planning agency will act in an advisory role to ensure the media plans reflect the agreed channel plan. There may be occasion where face-to-face meetings are required in order to ensure clarity of strategy and plans. Media plans must be provided in line with the Client brief. The Client will have final sign off all proposed media plans. The Client will have final approval of all media plans and be responsible for payment to the media buying Agency.</p>
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Key Individuals:	<p>For the Client:</p> <p>REDACTED</p> <p>For the Agency:</p> <p>REDACTED</p>
Guarantor(s)	N/A

Call-Off Charges (including any applicable discount(s), but excluding VAT):	<p>The Client shall pay the sums set out in each agreed Media Buying Brief which are payable in accordance with Framework Schedule 3 (Charging Structure). Charges are to be based as per Framework Schedule 3 (Charging Structure) and are to be inclusive of all expenses.</p> <p>This Call of Agreement shall be valued at £183,800,000.00 with no guarantee of spend value or volume of orders. REDACTED</p> <p>The Charges (Fees, Expenses and Third Party Costs) will be invoiced in accordance with the payment terms agreed between the Client and the Agency.</p>
Insurance Requirements	No additional insurance requirements above those stipulated in the Framework Terms and Conditions.
Client billing address for invoicing:	<p>Electronic invoicing is the preferred method of invoicing. Invoices should be sent to the shared service provider at APinvoices-CAB-U@sscl.gse.gov.uk.</p> <p>For manual invoicing, invoices should be send to: Newport SSCL</p>

	- cabinet office, Po box 405, Newport, NP10 8FZ.
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Alternative and/or additional provisions:	N/A
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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:

For and on behalf of the Client:

Name and Title:

Name and Title:

Signature:

Signature:

Date:

Date:

ANNEX A

Client Brief

1. PURPOSE

1.1. The Cabinet Office REDACTED require a media buying service.

2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

2.1. This Contract will allow the Cabinet Office communications functions to complete media buying activities.

2.2. Media buying is imperative for government and wider public sector to allow critical messages to be communicated to the nation and worldwide. REDACTED.

3. DEFINITIONS

Expression or Acronym	Definition
CO	Cabinet Office
EU	European Union
GCS	Government Communications Service
GCSI	Government Communications Service International
NSCT	National Security Communications Team

4. SCOPE OF THE REQUIREMENT

4.1. The Client will require a full end to end media buying service including but not limited to the follow media channels:

4.1.1. Television

4.1.2. Press

4.1.3. Radio

4.1.4. Cinema

4.1.5. Out of Home (e.g. billboards)

4.1.6. Digital/Online

5. THE REQUIREMENT

- 5.1. The Client requires a full end to end media buying service for all campaign activity from November 7th 2018 until the framework agreement concludes.
- 5.2. All media buying, channel selection, evaluation reporting, timelines, SLAs, and other agreements set out in the framework agreement will remain the same for this CO specific call off contract.
- 5.3. The Agency will be required to provide live digital dashboards on campaign performance in line with the KPIs outlined in individual briefs. SLA and timelines for this should be in line with the framework agreement.
- 5.4. The Agency, inclusive of non-UK offices, will be expected to always attain digital media through the biddable market place, or programmatically, depending on channel where possible.
- 5.5. The Client must have the ability to work with MG London and MG global offices directly on all manners of media buying.
- 5.6. REDACTED.

6. KEY MILESTONES

- 6.1. The Agency should note the following project milestones that the Client will measure the quality of delivery against:

Milestone	Description	Timeframe
1	The Agency to deliver implementation plans	2-3 weeks after approved government brief received
2	The Agency to buy and implement media	1-2 weeks after sign-off and purchase order received
3	The Agency (in collaboration with other involved agencies) to deliver post-campaign reports	4-6 weeks after campaigns have finished

- 6.2. Milestones will be confirmed and recorded on an individual brief basis.

7. CLIENT'S RESPONSIBILITIES

7.1. REDACTED.

8. REPORTING

8.1. The Agency will be required to continuously update performance against media metrics and outcomes during campaigns. Specific required reporting levels (daily, weekly, biweekly) will be agreed with the Client and Agency for any individual briefs.

8.2. The Client must have access to reporting dashboards as agreed in the framework.

8.3. Any specific reporting requirements for the Client post campaign will be outlined and agreed with the Agency on a campaign basis at the briefing stage.

9. VOLUMES

9.1. REDACTED.

10. CONTINUOUS IMPROVEMENT

10.1. The Agency will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration. This will be done in line with an annual contract review which enables Crown Commercial Service to revise the Framework Agreement throughout the life of the agreement as the market and industry advances and innovative approaches and ways of working become available.

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

10.3. 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.

11. QUALITY

11.1. The Agency will deliver the best possible service delivery across all Clients and campaign types. The Agency shall provide a proactive approach to each media buying brief, ensuring innovation and best in class media buying solutions (in terms of quality, value and safety) are provided to Government. The Agency must meet all service delivery key performance indicators outlined in briefs and will drive quality through effective internal communication, horizon scanning and situational insight across the media industry to maximise opportunities, highlight risks and service Clients best.

12. PRICE

12.1. The Agency will deliver an annual report to demonstrate delivery of the bidding process pricing submissions at framework level, reporting by media overall performance and by Media Owner, including inflation mitigation. The Agency will also report any commitment made by the Agency Group including the Client spend at the

beginning of each calendar year (other than in the first year of the Term where the trading year shall commence on 7 November 2018 and end 31 December 2019) and during the year the Agency will report any issues made on their behalf where any shortfall has been identified.

13. STAFF AND CUSTOMER SERVICE

- 13.1. The Client requires the Agency to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.
- 13.2. Agency staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract.
- 13.3. 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.

14. SERVICE LEVELS AND PERFORMANCE

- 14.1. The Client shall measure the quality of the Agency's delivery by KPI's/SLA's agreed on an individual campaign basis.
- 14.2. In the event of any disputes, the parties will adhere to the escalation process/Dispute resolution set out in points 17.4 - 17.13 of the framework agreement.

15. INTELLECTUAL PROPERTY RIGHTS (IPR)

- 15.1. Any and all outputs will be the property of the Client. IPR will be in line with the Contract terms and conditions.

16. LOCATION

- 16.1. REDACTED

ANNEX B

Part 1: Agency Proposal

As per the framework agreement

Part 2: Call-Off Terms

Please see attached Annex C Terms and Conditions.