

Part 1: Letter of Appointment

Lot 3- Channel Strategy and Planning

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 27th September 2021.

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:	CCCO21A11
From:	The Cabinet Office with offices at 70, Whitehall, London SW1A 2AS ("Client")
To:	Mindshare Media (UK) Ltd Central St Giles 1 St Giles High Street London WC2H 8AR ("Agent")

Effective Date:	27 th September 2021
Expiry Date:	End date of Initial Period 1 Year 26 th September 2022 End date of Maximum Extension Period 1 year 25 th September 2022 Minimum written notice to Agency in respect of extension:30 days

Relevant Lot:	Lot 3: Channel Strategy and Planning
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.

Statement of Work	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>For the Client To be completed by the Client</p> <p>For the Agency To be completed by the Agency</p>
[Guarantor(s)]	Not Used

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	As per Annex D
Liability	<p>Agency Liability: see clause 18.3 of Call Off Contract</p> <p>Client Liability: see clause 18.5 of Call Off Contract</p>
Insurance Requirements	No additional insurance requirements above those stipulated in the Framework Terms and Conditions.
Client billing address for invoicing:	<p>Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables and payment will be made monthly in arrears in line with the Contract rate card. Rates will remain firm for the duration of the Contract and any extension.</p> <p>Before payment can be considered, each invoice must include proof of delivery, including a detailed elemental breakdown of work completed and the associated costs.</p> <p>All payments will be managed by the Cabinet Office for work delivered to all government departments.</p> <p>Electronic invoicing - this is the preferred method of invoicing for the Client. Please send all electronic invoices to the shared service provider at APinvoices-CAB-U@gov.sscl.com</p>

	<p>For manual invoicing - please send these to:</p> <p>Newport SSCL - cabinet office</p> <p>Po box 405</p> <p>Newport</p> <p>NP10 8FZ</p> <p>Cabinet Office purchase order numbers must be clearly stated on all invoices.</p>
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GDPR	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:

Name and Title:

Signature:

Date:

For and on behalf of the Client:

Name and Title:

Signature:

Date:

ANNEX A

Client Brief REDACTED

ANNEX B

Agency Proposal REDACTED

ANNEX C

Statement of Works – to be used at call off

Part 2: Call-Off Terms

As per RM3796 Framework Terms and Conditions

ANNEX D Call off Contract Charges REDACTED

Rates shall remain firm for the duration of any Contract and any extension and are inclusive of expenses and exclusive of VAT. Rates are based on an 8 hour day.