



Crown
Commercial
Service



Government
Communication
Service

Call-Off Contract

Letter of Appointment

Call-Off Schedules v2.0

Campaign Solutions 2

Reference Number

RM6125

Campaign Solutions 2

Letter of Appointment and Call-Off Schedules (Framework Schedule 6)**Letter of Appointment**

The Agency is one of a number of agencies appointed by the Crown Commercial Service (CCS) to the Framework Agreement and is therefore able to enter into this Call-Off Contract.

This Letter of Appointment is issued in accordance with the provisions of the Framework Contract (RM6125) between CCS and the Agency, dated 18/07/2022.

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

CALL-OFF LOT(S): 1

Order Number:	CS22118
From:	UK Research and Innovation (UKRI)
To:	Four Communications Group Limited

Call-Off Start Date:	18 th July 2022
Call-Off Expiry Date:	31 st May 2023
Call-Off Initial Period:	10 months, 2 weeks
Call-Off Optional Extension Period:	n/a

Deliverables required:	<p>Deliverables required are set out in Framework Schedule 1 of the Framework Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter.</p> <p>Subsequent calls for Deliverables shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment.</p>
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Key Staff:	For the Client: <div></div> <div></div> For the Agency: <div></div> <div></div> <div></div> <div></div>
Guarantor(s)	n/a

Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):	The total value of the contract is £82,090.00 excluding VAT
Liability	See Clause 11 of the Core Terms Estimated Year 1 Charges:
Additional Insurance Requirements	n/a
Client billing address for invoicing:	Innovate UK, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1FL Email <div></div>

Special Terms	n/a
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PROGRESS REPORT FREQUENCY

Monthly – day to be agreed

PROGRESS MEETING FREQUENCY

Monthly – day to be agreed

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION



SOCIAL VALUE COMMITMENT

The Agency agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Proposal)

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Letter of Appointment including the Call-Off Special Terms and Call-Off Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6125*
3. *The following Schedules in equal order of precedence:*

- *Joint Schedules for RM6125*
 - *Joint Schedule 2 (Variation Form)*
 - *Joint Schedule 3 (Insurance Requirements)*
 - *Joint Schedule 4 (Commercially Sensitive Information)*
 - *Joint Schedule 6 (Key Subcontractors)*
 - *Joint Schedule 10 (Rectification Plan)*
 - *Joint Schedule 11 (Processing Data)*
- *Call-Off Schedules for CS2118*
 - *Call-Off Schedule 1 (Transparency Reports)*
 - *Call-Off Schedule 2 (Staff Transfer)*
 - *Call-Off Schedule 3 (Continuous Improvement)*
 - *Call-Off Schedule 5 (Pricing Details)*
 - *Call-Off Schedule 7 (Key Supplier Staff)*
 - *Call-Off Schedule 8 (Business Continuity and Disaster Recovery)*
 - *Call-Off Schedule 9 (Security)*
 - *Call-Off Schedule 15 (Call-Off Contract Management)*
 - *Call-Off Schedule 20 (Call-Off Specification)*

4. CCS Core Terms

5. Joint Schedule 5 (Corporate Social Responsibility) RM6125

6. Call-Off Schedule 4 (Proposal) as long as any parts of the Call-Off Proposal that offer a better commercial position for the Client (as decided by the Client) take precedence over the documents above.

No other Agency terms are part of the Call-Off Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce goods which are the same or similar to the Deliverables.

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 into a Call-Off Contract with the Client to provide the Deliverables in accordance with the terms of this letter and the Call-Off Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Incorporated 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:	
Signature:	████████	Signature:	████████
Name:	████████	Name:	████████
Role:	████████	Role:	████████
Date:	15/07/2022	Date:	18/07/2022

ANNEX A



Annex B

Statement of Work

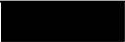

This Statement of Work is issued under and in accordance with the Call-Off Contract entered into between the parties dated 18th July 2022

Any schedule attached to this Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. A schedule attached to this Statement of Work only applies to the relevant project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.

i) Where a Statement of Work would result in:

- a variation of the Services procured under this Call-Off Contract;
- an increase in the Charges agreed under this Call-Off Contract; or
- a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Call-Off Contract, the relevant term(s) will be dealt with as a proposed Variation to this Call-Off Contract in accordance with the Variation procedure set out in Clause 24.

Project:	The Provision of PR Support for Innovates UK Equality, Diversity & Inclusion Programmes
Project start Date	The contract start date is 18 th July 2022 and shall expire on 31st May 2023.
Notice period for cancellation	Notice period for cancellation is 30 days.
Overarching Brand/Campaign	Like all Innovate UK funding programmes, <u>Young Innovators</u> and <u>Women in Innovation</u> aim to support the UK economy by accelerating the growth of high-potential, innovative businesses. However, a fundamental, underlying goal of our ED&I programmes is to inspire <i>other underrepresented innovators</i> to follow in the footsteps of our award winners. This is where Innovate UK need the support of a PR/comms agency.
Deliverables	Supporting the announcement of our winners (March – International Women’s Day ’23 – Wed 8 Mar) through a series of national, regional and sectoral press releases KPI: # articles/broadcasts + potential reach. PR support for our purple plaques programme , where our winners are commemorated at the school they previously attended.

	<p>In addition to mounting a plaque at the school, the winners also deliver assemblies and practical workshops for the pupils KPI: # articles/broadcasts + potential reach.</p> <p>Delivering 1-3 comms/PR training sessions for our award winners (e.g., best practices for media interviews, press outreach, social media and building your personal brand).</p> <p>Preparing the award winners and IUK spokespeople with media interviews.</p> <p>Designing and implementing a targeted, paid social campaign to increase the awareness of the programme. We would suggest allocating £5-10k of the budget for this. KPI: reach, engagement, clicks, CCP.</p>
Inclusion of Additional Schedules	n/a
Project Plan:	
Contract Charges:	<p>All rates should be less than the maximum rates set out in the Agency rate card submitted as part of the original framework evaluation as set out in Framework Schedule 3.</p> <p>Payment terms: </p>
Client Assets:	n/a
International locations:	n/a
Client Affiliates:	n/a
Special Terms:	n/a

Key Individuals:

Client:	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 150px; height: 15px;"></div>
Agency:	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 80px; height: 15px;"></div>
Authorised Agency Approver:	n/a
Authorised Client Approver:	<div style="background-color: black; width: 150px; height: 15px;"></div>

Signed by:.....

by (print name):.....

As Agency Authorised Approver for and on behalf of
[Agency]

Date.....

Signed by:.....

by (print name):.....

As Client Authorised Approver for and on behalf of
[Client]

Date.....