



Crown  
Commercial  
Service



Government  
Communication  
Service

Call-Off Contract  
Letter of Appointment

Campaign Solutions 2

Reference Number  
RM6125

## Letter of Appointment (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 September 2021.


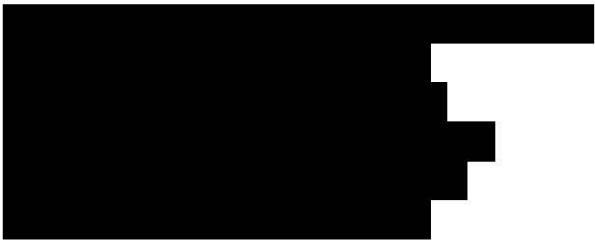
Capitalised terms and expressions used in this letter have the same meanings as in the Call-Off Incorporated Terms unless the context otherwise requires.


CALL-OFF LOT(S):

<b>Order Number:</b>	CS21442
<b>From:</b>	The Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET
<b>To:</b>	Four Communications Group Limited, The Hickman Building, 2 Whitechapel Road, London, E1 1FX

<b>Call-Off Start Date:</b>	Tuesday 22 <sup>nd</sup> February 2022
<b>Call-Off Expiry Date:</b>	21 <sup>st</sup> February 2024 with the option to extend for a further 1 year until 21 <sup>st</sup> February 2025.
<b>Call-Off Initial Period:</b>	2 years
<b>Call-Off Optional Extension Period:</b>	1 year

<b>Deliverables required:</b>	<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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<b>Key Staff:</b>	<p>For the Client:</p>  <p>For the Agency:</p> 
<b>Guarantor</b>	FCG worldwide Limited

<b>Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):</b>	<p>The total maximum contract value including all optional extensions is £4,500,000.00 excluding VAT.</p> <p>The initial contract duration of two years shall have a maximum budget available of up to £3,000,000.00 excluding VAT.</p> <p>The option to extend for a further year maximum budget of £1,500,000.00 excluding VAT.</p>
<b>Liability</b>	<p>See Clause 11 of the Core Terms</p> <p>Estimated Year 1 Charges: £1,500,000.00</p>
<b>Additional Insurance Requirements</b>	N/A
<b>Client billing address for invoicing:</b>	<p>BEIS – Department for Business, Energy &amp; Industrial Strategy C/O UK SBS Queensway House West Precinct Billingham TS23 2NF United Kingdom</p> 

<b>Special Terms</b>	N/A
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PROGRESS REPORT FREQUENCY

**Monthly** : On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

**Quarterly**: On the first Working Day of each quarter

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

[REDACTED]

## 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 8 (Guarantee)*
    - *Joint Schedule 10 (Rectification Plan)*
    - *Joint Schedule 11 (Processing Data)*
  - *Call-Off Schedules for RM6125*
    - *Call-Off Schedule 1 (Transparency Reports)*
    - *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 10 (Exit Management)*
    - *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.

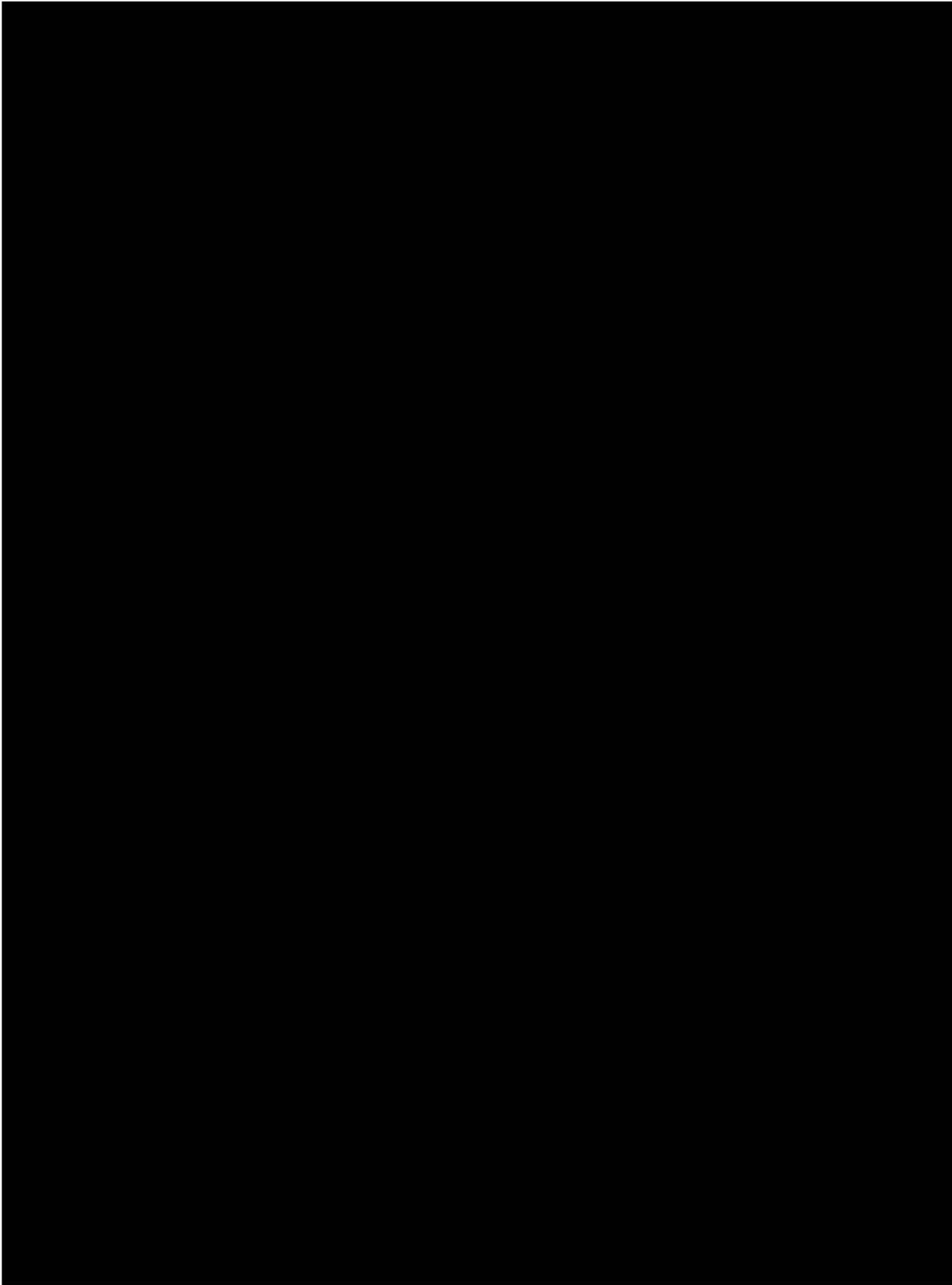
#### FORMATION OF CALL-OFF CONTRACT

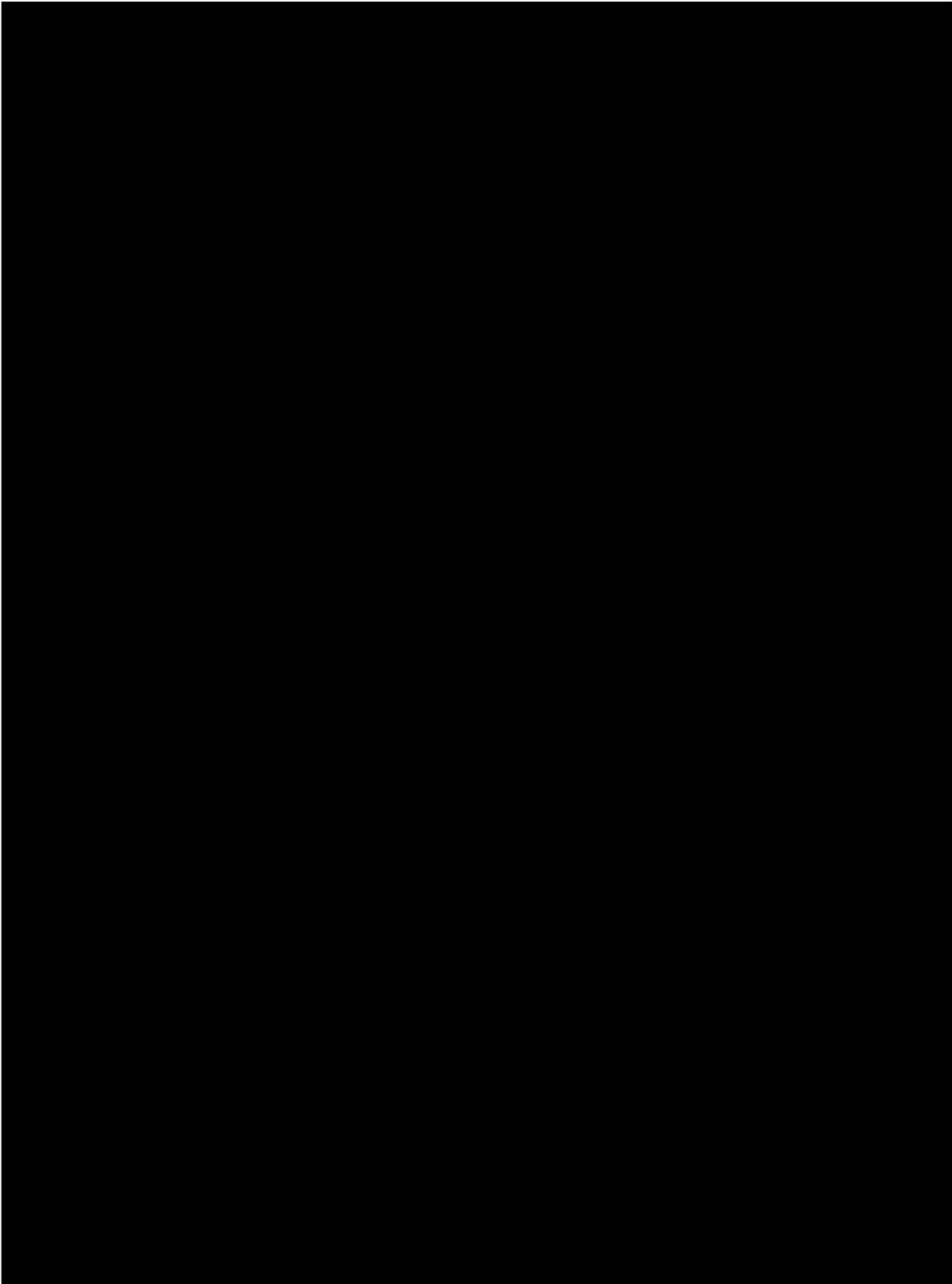
BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into a Call-Off Contract with the Client to provide the Deliverables in accordance with the terms of this letter and the Call-Off Incorporated Terms.

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.

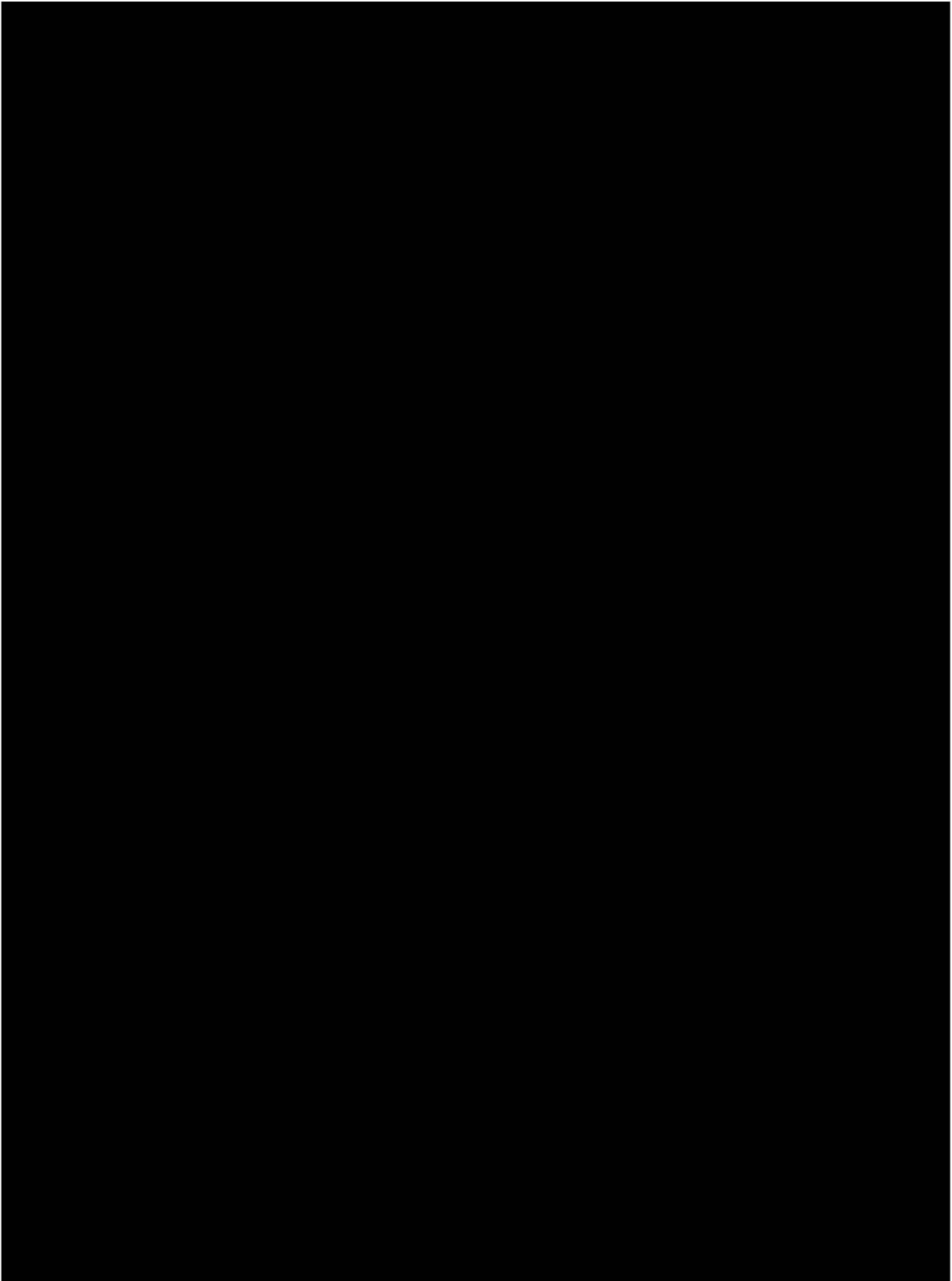
For and on behalf of the Agency:		For and on behalf of the Client:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	18.02.22	Date:	22/2/2022

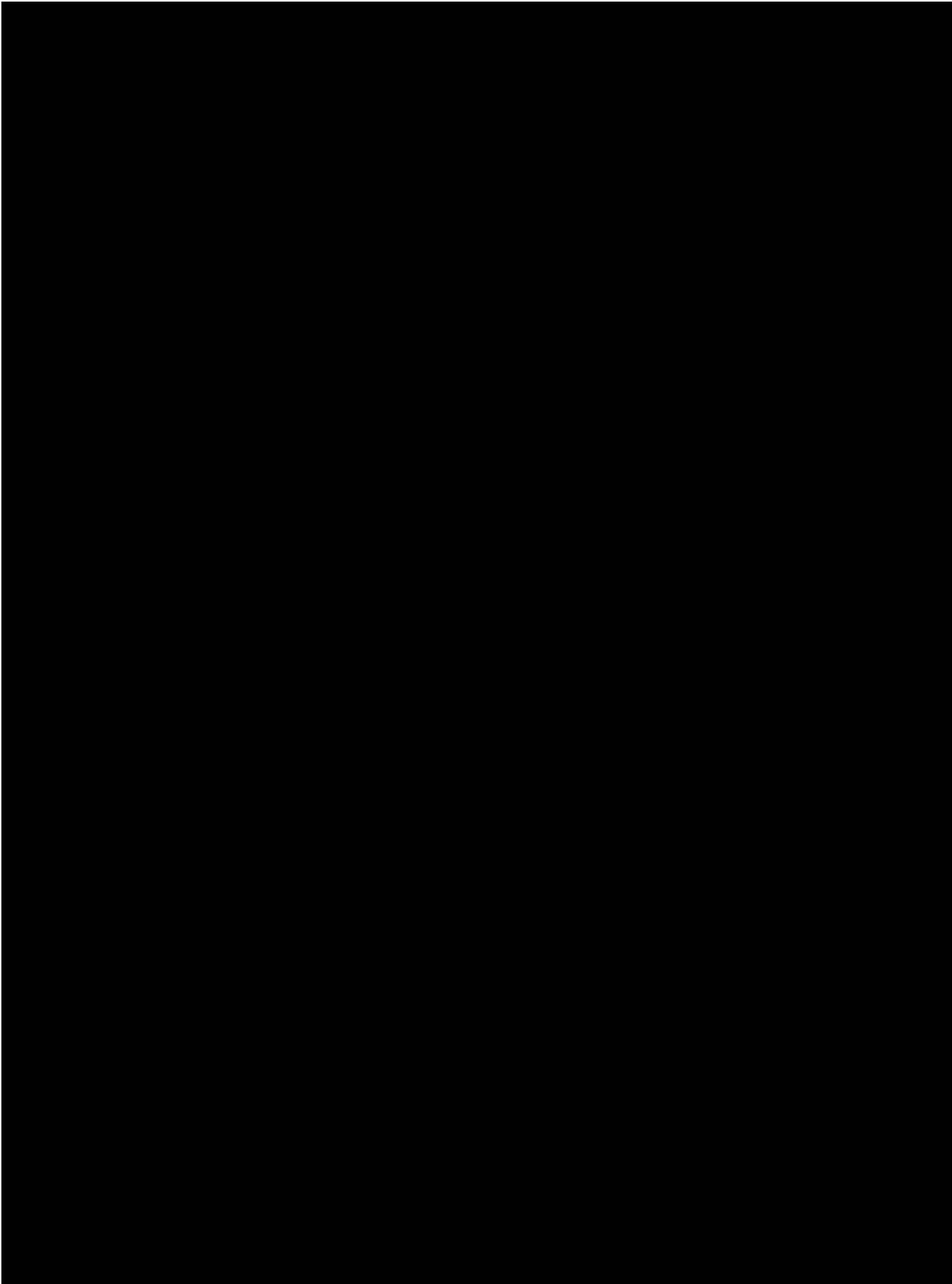
## Annex A - Agency Proposal

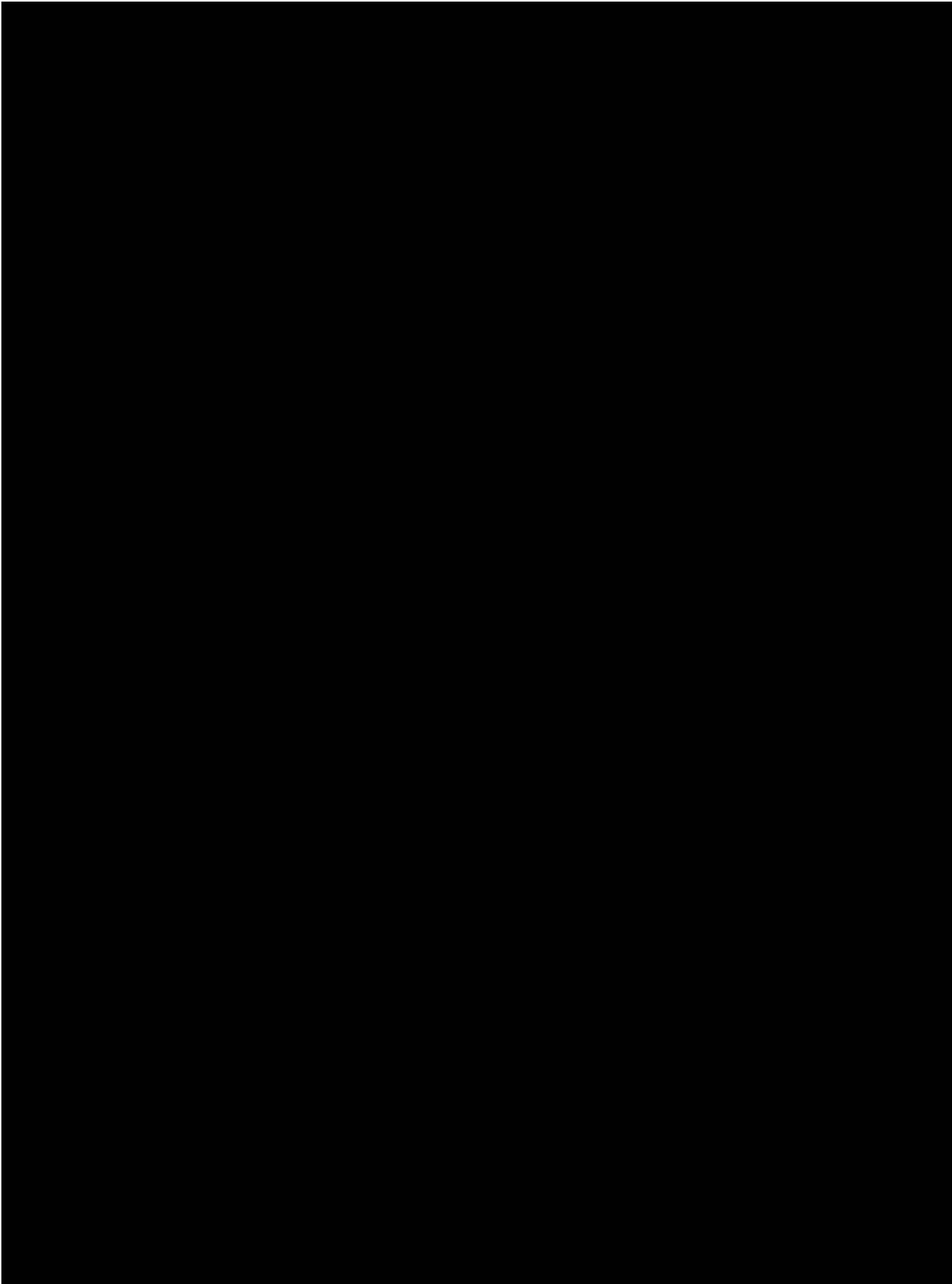


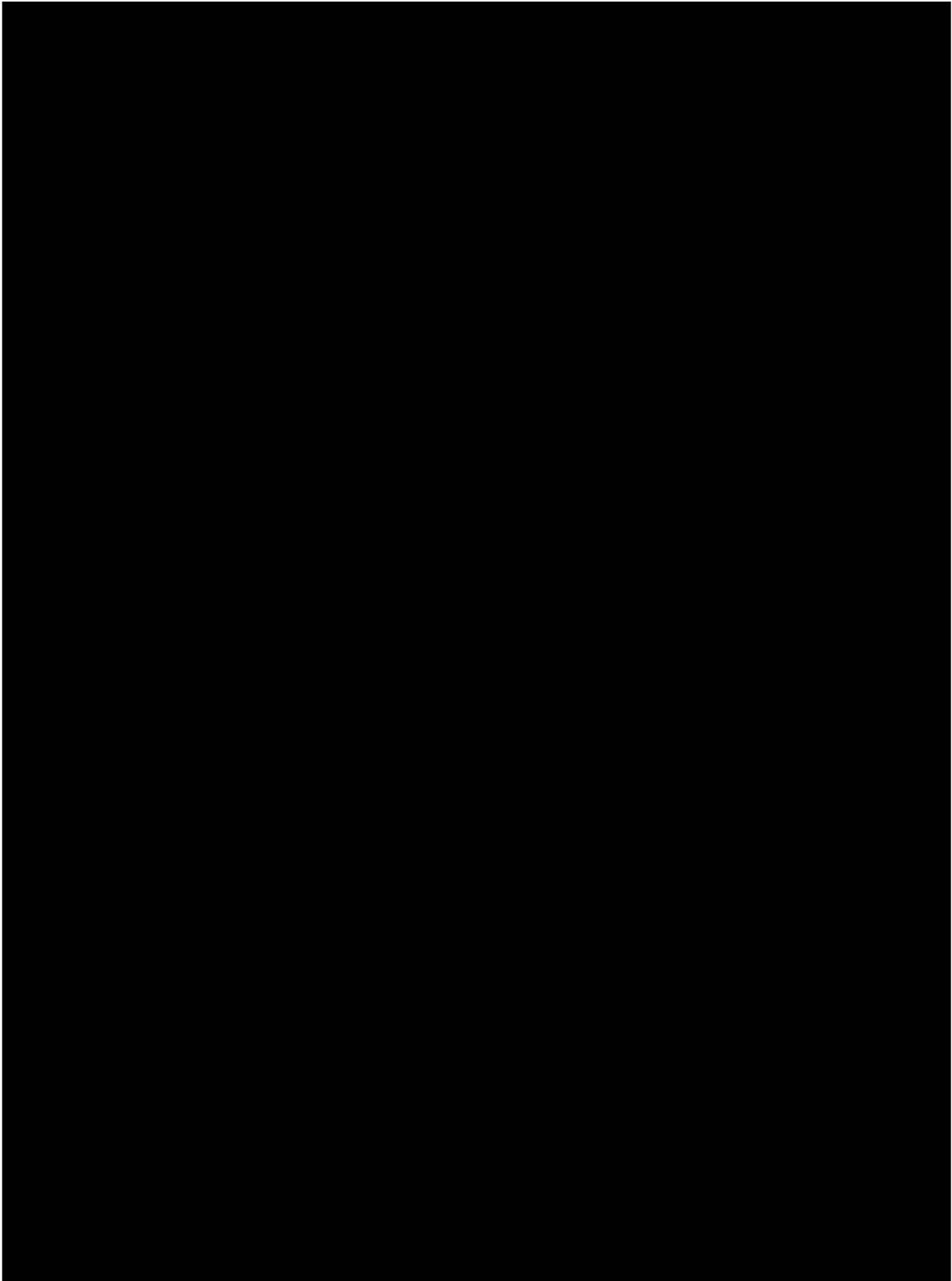


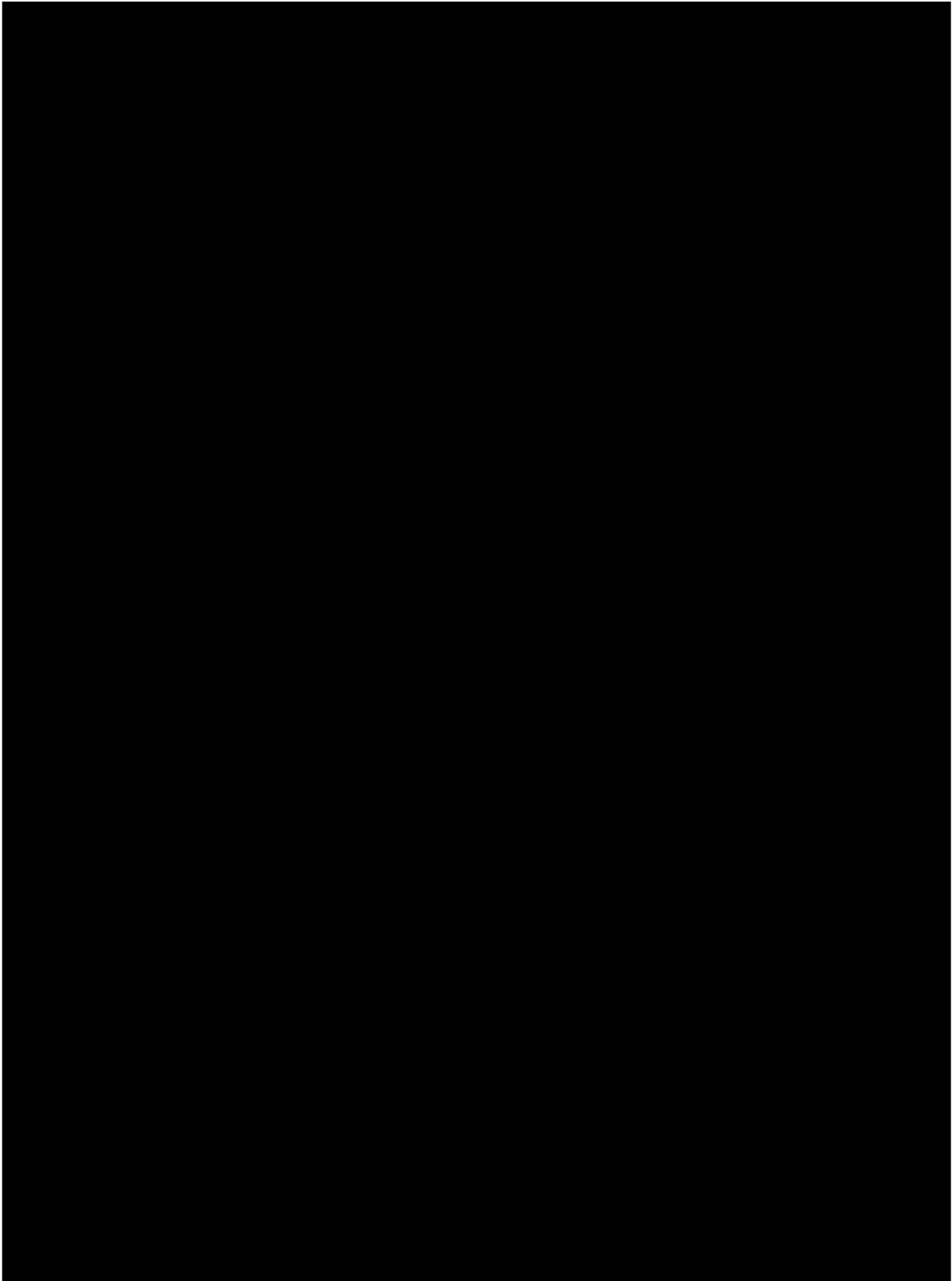


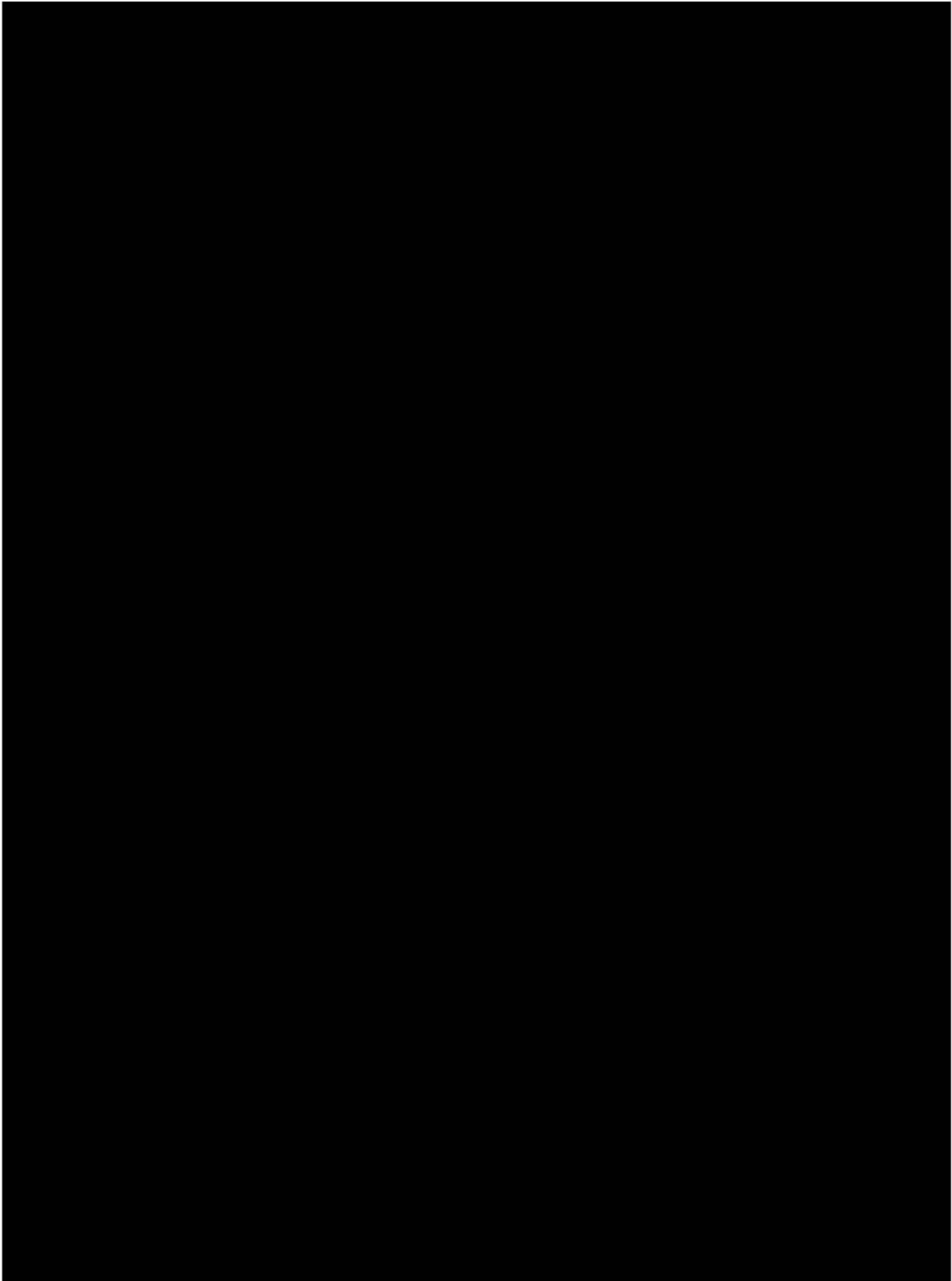












## Annex B - Statement of Work

This Statement of Work is issued under and in accordance with the Call-Off Contract entered into between the parties dated insert date of signature of Call-Off Contract.

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.

<b>Project</b>	CS21442 Creative development and design agency
<b>Project start Date</b>	The contract start date is Tuesday 22 <sup>nd</sup> February 2022 and shall expire on Wednesday 21 <sup>st</sup> February 2024 with the option to extend for a further year until Friday 21 <sup>st</sup> February 2025. (2+1)
<b>Notice period for cancellation</b>	Notice period for cancellation is 30 days.
<b>Overarching Brand/Campaign</b>	BEIS require a creative and design agency that can provide original creative design, brand development and production solutions to support a broad range of paid, low and no cost communications activity (including via owned and earned channels) across BEIS and partners, on a call-off/standby basis.
<b>Deliverables</b>	<p>Development of creative strategies and propositions, in line with campaign objectives and based on research and audience insight.</p> <p>Generate creative concepts and designs for use across the full range of media channels.</p> <p>Work collaboratively with the channel planning, research and media buying agencies at all stages of campaigns, from strategic planning through to production and live delivery phases, including optimising creative where necessary throughout the process</p>

**Inclusion of  
Additional  
Schedules**

Work with our research agency to test creative concepts/materials with target audiences and review/update creative on the basis of the results of this research, making adjustments to improve impact

Production of adverts and assets in a range of formats for use across the full range of media channels, including paid, earned and own media.

Copywriting and proof reading.

Management of an end-to-end process through creative ideas, pre-production, production and play-out for a wide range of channels including, broadcast, radio, print, digital display, social, online video, out-of-home posters.

Development of campaign identities and branding, core messages and values.

Provide added value in helping BEIS to develop creative content-led strategies for earned and owned channels.

Project management including casting and negotiation of music and model licenses used in campaign imagery.

Capacity to translate creative and messaging in other languages, including Welsh, and to develop accessible formats of campaign creatives as and when required.

Develop and deliver PR and social strategies/campaigns

N/A



**Project Plan:**

[REDACTED]

**Contract Charges:**

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.

Specific payment terms – TBC Set out any payment terms specific to the Project.

**Client Assets:**

N/A

**International locations:**

N/A

**Client Affiliates:**

N/A

**Special Terms:**

N/A

**Key Individuals:**

For the Agency:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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<b>Authorised Agency Approver:</b>	
<b>Authorised Client Approver:</b>	

Signed by:.....

by (print name):.....

As Agency Authorised for

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.....