



**Strategic
Communications**

SCHEME CONDITIONS

Prequalification Scheme: Advertising and Communications Services

SCM0035

March 2013

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1 DEFINITIONS

Applicant means a person or body who has submitted an Application for admission to the Scheme.

Application means a written application for admission to the Scheme in the form prescribed in Schedule 1.

Brief refers to Campaign or Program specifications issued to potential Service Providers for a request for quote. It is to be completed by the Customer responsible for the Campaign and/or Program with the appropriate delegated authority. Please refer to Schedule 4 as a guide for preparing a Brief.

Campaign refers to communications activity undertaken typically within one (1) financial year for one (1) topic.

Customer refers to an entity defined as a Government Agency in the NSW Public Sector Employment and Management Act 2002.

Evaluation Team (ET) consists of representatives from a minimum of 4 government agencies responsible for determining the eligibility of Service Providers to be admitted to or removed from the Scheme.

NSWP means NSW Procurement.

Performance Report means a report in the form prescribed by Schedule 3.

Program may comprise of a number of similar Campaigns relating to the same topic and may extend beyond one (1) financial year.

Service Provider means an Applicant who has been granted admission to the Scheme by the Evaluation Team.

Service Provider Engagement Feedback Form means a form to provide feedback on the the Service Provider's performance in relation to the engagement.

Service Provider Selection Feedback Form means a form to provide the feedback on the Service Provider's response to the Customer's request for quote.

Services refer to the creative advertising and/or digital services provided by the Service Provider to Customers as defined in the Scope of Services document of the Scheme from time to time.

Scheme means the *Prequalification Scheme: Advertising and Communications Services* administered by SC.

Strategic Communications (SC) refers to the NSW Department of Premier and Cabinet, Strategic Communications unless otherwise specified.

2 CONFIDENTIALITY

- 2.1 Information submitted with an Application will be treated as confidential by SC and the Evaluation Team unless otherwise required by law.
- 2.2 Information submitted with an Application may be subject to investigation, reference checking, searches, interview, enquiries, and confirmation. Applicants are deemed to have authorised any such action.
- 2.3 The Department of Finance and Services, SC and Customers may disclose certain information in connection with the Scheme and details of the outcome of the process in accordance with the Government Information (Public Access) Act (NSW) 2009.

3 CODE OF PRACTICE FOR PROCUREMENT

- 3.1 Service Providers must adhere to the NSW Government *Code of Practice for Procurement* at all times.
- 3.2 Any breach of the NSW Government *Code of Practice for Procurement* may result in the termination of an engagement and/or removal from the Scheme.

4 GOVERNMENT PROCUREMENT REFORMS

- 4.1 The NSW Government is overhauling its system for purchasing goods and services. The objective of the reform program is to ensure that the NSW Government has a world class procurement system which delivers value for money, is aligned with business needs, leads to service delivery improvement and supports a competitive and innovative NSW economy.
- 4.2 In November 2012, the NSW Procurement Board issued the NSW Government's Strategic Directions Statement to outline its reform program over the next 12 to 18 months. The three overarching procurement reform objectives in the Strategic Directions Statement are value for money, delivering quality government services and alignment with business needs.

5 VALUE FOR MONEY – SAVINGS TARGETS

- 5.1 The Procurement Strategic Directions Statement recognises that an effective procurement system will deliver value for money for Government. Procurement activity needs to look at the total value derived by Government over the life of a contract/strategy.
- 5.2 In the Financial Year 2012/13 NSW State Budget, the NSW Government committed to identifying sustainable procurement savings of \$1.015 billion over a four year period:

2011/12	2012/13	2013/14	2014/15
\$72 million	\$199 million	\$331 million	\$413 million

6 SAVINGS TARGETS

- 6.1 The NSW Government has targeted a reduction in advertising related expenditure of approximately 25%. It is expected that any supplier accepted onto the Advertising and Communications Prequalification Scheme will contribute to, and support, this NSW Government cost reduction objective through competitive pricing.

7 APPLICATIONS FOR PREQUALIFICATION

- 7.1 Applications must be complete and in accordance with the form set out in Schedule 1 and submitted on line.
- 7.2 Only those Applications which fully satisfy all requirements set out in these Scheme Conditions and the form in Schedule 1 will be considered by the Evaluation Team (ET).

8 FEE STRUCTURE

- 8.1 The fees to be charged for each individual engagement for which the Service Provider is selected shall be agreed between the Service Provider and the Customer.
- 8.2 Head hour rates specified by Service Providers in their Application should be fixed for a two (2) year period from the date that they become prequalified.

9 PREQUALIFICATION PROCESS

- 9.1 The Evaluation Team will assess the Applications received in accordance with clause 7.2 and determine the membership of the panel to be formed under the Scheme.
- 9.2 The panel to be formed under the Scheme will be composed of Service Providers who are assessed to be qualified following the assessment of an Application submitted in accordance with the requirements in Schedule 1 and in accordance with these Scheme Conditions.
- 9.3 It is anticipated the panel will comprise of both smaller and larger Service Providers who can provide a range of general or specialist services for either one or both of the categories.
- 9.4 It is anticipated panel numbers will be limited at the ET's discretion.
- 9.5 The Scheme will run for four (4) years. Successful service providers will be pre-qualified for an initial period of two (2) years. After the initial two (2) year period, new applications will be sought and assessed. A new panel will be established following the assessment of those applications.
- 9.6 Applications may be made for the first panel from 4th March 2013 up to and including 28th April 2013. Applications will be assessed following the application period at the discretion of the Evaluation Team.
- 9.7 SC may periodically review the panel under the Scheme. SC will make recommendations to the ET to add Service Providers to:

- allow for changes in the industry such as new companies;
- address any gaps in niche or specialised areas that are not addressed by the existing Service Providers;
- add new Service (categories or specialities); and/or
- make provision to address the loss, if any, of Service Providers from the Scheme.

Applications for one or more additional Service Providers will be via an open process and these applications will be assessed by the same criteria as established in clause 10.

9.8 Service Providers who are already pre-qualified for existing categories will not automatically be qualified for any new categories. Service Providers will have to apply for pre-qualification via the open process.

9.9 The list of successful applicants will be displayed on SC's website including:

- Name of Service Provider;
- Names of divisions covered under ABN;
- Pre-qualified category of services;
- Range of Services available from Service Provider;
- Program Type - types and values of engagements Service Provider is interested in.

10 ASSESSMENT CRITERIA

10.1 Applications will be assessed according to the following criteria:

Capacity to perform the Services including:

- (i) Demonstrated experience, performance and effectiveness of the Services covered in this Scheme;
- (ii) Demonstrated Government, large organisation and/or community services experience;
- (iii) Human resource capacity and experience;
- (iv) Financial viability and stability;
- (v) References;
- (vi) Other criteria- specific to any new category during the life of the Scheme and which will be made available prior to the invitation for applications.

11 INTERVIEW WITH EVALUATION TEAM

11.1 The Evaluation Team may give the Applicant an opportunity to attend an interview.

12 NOTIFICATION OF ASSESSMENT OUTCOME

12.1 The Evaluation Team may accept an Application (with or without limitation) or reject the Application.

12.2 SC will notify all Applicants of the outcome of their Application in writing.

13 REQUEST FOR REVIEW OF THE DECISION

13.1 Should an Applicant believe that there are substantive grounds for SC to reconsider their decision not to admit the Applicant to the Scheme, the Applicant may request a review of the decision in writing, providing full details of the reasons for the request, to:

Director, Governance, Corporate Services
Department of Premier and Cabinet
Level 12
Bligh House
4-6 Bligh Street
SYDNEY NSW 2000

13.2 The Director, Governance, Corporate Services will review, decide and inform the Applicant of the outcome of the review in writing.

14 SPECIAL REQUIREMENTS

Membership to the Scheme is subject to the following additional conditions:

14.1 Customers must engage Service Providers from this Scheme for all engagements where the total budget is in excess of \$50,000. Customers can choose to engage a Service Provider outside of the Scheme where their total budget is less than \$50,000 provided it is in accordance with other NSW Government procurement legislation and policies.

14.2 Customers will determine their own selection or shortlist of Service Providers and will obtain quotes for work, as required by the Scheme thresholds based on the total Campaign or Program budget. Total campaign or program budget is inclusive of all research, media, creative and production costs.

14.3 For each individual engagement for which the Service Provider is selected, the Service Provider agrees that the engagement will be on the terms and conditions of the Standard Form of Agreement in the form of Schedule 2 subject to the details of the particular work to be done as set out by the Customer.

14.4 Customers may engage a Service Provider for work on a single Campaign, a Program, or for work on multiple separate Campaigns provided the scale and term of the engagement, including extension options is identified as part of the initial Brief and Request for Quotation (RFQ).

14.5 The Scheme will run for four years. Successful service providers will be pre-qualified for an initial period of two years. Customers can engage a Service Provider for a maximum period of up to two years or until the two year phase of

the Scheme expires, which ever date is earlier e.g. if a Service Provider is engaged two months prior to the expiry of the panel then the maximum engagement period is 2 months. Where possible, Customers should aim for work by Service Providers to be completed prior to expiry of the panel. Where this is not possible, work with the Service Provider is to be completed as soon as practicable.

14.6 The following quote thresholds will apply to this Scheme:

GST Inclusive	>\$50K <\$150K	>\$150K
Number of quotes required	1 quote obtained	3 quotes obtained
Method of quote required	Written	Written

14.7 Although SC has created the above thresholds for the Scheme, Customers are still required to comply with their respective purchasing legislative obligations and policies.

14.8 The cost associated with preparing pitches will be borne by the Service Provider unless otherwise specified by a Customer in its pitch documentation.

14.9 Customers may require face to face meetings with the Service Provider during an engagement from time to time. Service Providers are responsible for their own travel and accommodation costs.

14.10 The Service Provider may be required to meet with SC from time to time and at no charge to discuss relevant matters and provide a report on relevant issues.

14.11 The Service Provider and Customer must comply with relevant legislation, policies, guidelines, standards and regulatory requirements including those referred to in the Scope of Services. Service Providers could be subject to further checks at the discretion of the Customer.

14.12 The Service Provider is required to provide SC up-to-date contact information and credentials for display on the SC website.

15 CHANGES TO SERVICE PROVIDER STATUS

Service Providers must immediately inform SC of any significant change in their financial capacity, capability, ownership status, key personnel, contact details or address by writing with full details to:

Director of Advertising & Policy, Strategic Communications
Prequalification Scheme: Advertising and Communications Services
Government Group
Department of Premier & Cabinet
Level 11
4-6 Bligh Street
Sydney NSW 2000
advertising@dpc.nsw.gov.au

and SC will in its discretion assess the effect on the membership of the Service Provider as a consequence of any such change.

16 SUB-CONTRACTORS

- 16.1 Service Providers will be required to seek prior approval from the Customer for the use of sub-contractors for any part of an engagement. In the event that engagement of a sub contractor is approved, the Service Provider remains liable to the Customer for performance of all Services.
- 16.2 Service Providers must ensure that Services delivered via sub-contractors meet the same standards of quality and timeliness applicable to all Services under the Scheme and are delivered in accordance with the Scheme Conditions and Standard Form of Agreement at Schedule 2. Sub-contractors could be subject to further checks at the discretion of the Customer.
- 16.3 The Service Provider will be required to:
- a) Actively monitor the performance of all services delivered by subcontractors;
 - b) Report to SC on all Services delivered by subcontractors;
 - c) Implement strategies to improve performance of the relevant subcontractors to ensure the required standards and/or quality requirements are met; and
 - d) Where performance fails to improve, SC may request the Service Provider to source alternative subcontractors.

17 ACCOUNT MANAGEMENT

- 17.1 Service Providers must implement appropriate account management arrangements under the Scheme including but not limited to:
- (a) a single point of contact to liaise with Customers as required;
 - (b) regular meetings with engaged Customers if required. Service Providers will be required to participate in these meetings at no fee.
- 17.2 Service Providers are required to have an effective approach to the provision of services, ranging from receiving RFQs, through to the completion of advertising and communications projects.

18 REPORTING REQUIREMENTS

- 18.1 Service Providers are required to submit to SC a report every six (6) months summarising all projects carried out in the preceding six (6) months. It should include the following details:
- (a) name of Customer;
 - (b) project or engagement name;
 - (c) contract value;
 - (d) when the project was carried out;
 - (e) types of services provided out;
 - (f) any other detail SC may consider relevant

19 PERFORMANCE MANAGEMENT

- 19.1 The Service Provider agrees to the SC monitoring performance of Services.
- 19.2 The Service Provider acknowledges that the aim of SC monitoring performance is to give better value for money outcomes from the Service Providers by giving Customers access to objective assessments of past performance by Service Providers. It will also enable SC to identify contract delivery issues in an impartial manner, and identify opportunities for Service Providers to improve their performance under the Scheme, if necessary.
- 19.3 Performance reporting is the responsibility of all parties i.e. project outcomes can equally reflect the Customers' performance in terms of articulating the requirements of the project and managing timelines.
- 19.4 SC will manage the performance of Service Providers by:
- a) monitoring performance on any Government wide procurement policies, service performance and outputs and outcomes;
 - b) revoking a Service Provider's membership to the Scheme, following due consideration of the circumstances, where performance is unsatisfactory; and
 - c) providing the opportunity for a Service Provider to request a review of the decisions referred in paragraph (b) above.

20 FEEDBACK FORMS

- 20.1 The intent of the feedback forms is to give Customers access to objective assessments of past performance by Service Providers.
- 20.2 At the completion of a request for quotation process, Customers will be required to:
- (a) Complete a Service Provider **Selection** Feedback Form for each Service Provider that completes a Request for Quote;
 - (b) Provide a copy of the completed Service Provider **Selection** Feedback Form to the relevant Service Provider subject of the feedback;
 - (c) Provide a copy to the Director Advertising & Policy, Strategic Communications, NSW Department of Premier & Cabinet. advertising@dpc.nsw.gov.au
- 20.3 At the completion or termination of an engagement, Customers will be required to:
- (a) Complete a Service Provider **Engagement** Feedback Form for those they contract with;
 - (b) Provide a copy of the completed **Engagement** Feedback Form to the relevant Service Provider subject of the engagement feedback; and
 - (c) Provide a copy to the Director Advertising & Policy, Strategic Communications, NSW Department of Premier & Cabinet. advertising@dpc.nsw.gov.au

- 20.4 This information will be reviewed and monitored by SC and raised with the Service Provider as appropriate for their response and action. The feedback forms will cover the Service Provider's understanding and response to requirements, costs, availability and response of nominated personnel and account issues.
- 20.5 If the Service Provider disagrees with a feedback form, the Customer and the Service Provider must attempt to resolve the disagreement in the first instance. Following an unsuccessful attempt to resolve a disagreement, the Service Provider may refer the feedback form, with written reasons for the disagreement, to the Director Advertising & Policy, Strategic Communications, NSW Department of Premier & Cabinet.
- 20.6 In the event of an unsuccessful attempt to resolve a disagreement between the Customer and the Service Provider and the Service Provider has referred the matter to the Director Advertising & Policy, Strategic Communications, NSW Department of Premier & Cabinet, the Director of Advertising & Policy may then:
- (a) arrange a meeting between Service Provider and the Customer to discuss and consider the feedback form and reasons. These meetings must be minuted;
 - (b) decide on the disagreement and notify the parties of the decision; and
 - (c) if necessary, amend the feedback form.
- 20.7 If requested, SC may provide feedback forms to a Customer who is going to approach a Service Provider as part of an RFQ process. The feedback forms which are provided to Customers must include all minutes from meetings, decisions and amendments under clause 20.6 and must also include any review decisions under clause 21.2. Information contained in the feedback forms must be treated in accordance with applicable NSW Government policies, guidelines, and Standards.

21 REQUEST FOR REVIEW OF THE DIRECTOR ADVERTISING & POLICY, STRATEGIC COMMUNICATIONS DECISION

- 21.1 Where a Service Provider considers that there are substantive grounds for the Director Advertising & Policy, Strategic Communications, NSW Department of Premier & Cabinet to reconsider its decisions under clause 20.6, the Service Provider may request a review of the decision by writing, providing full details of the reasons for the request for review to:

Director, Governance, Corporate Services
Department of Premier and Cabinet
Level 12
Bligh House
4-6 Bligh Street
SYDNEY NSW 2000

- 21.2 The Director, Governance, Corporate Services will review, decide and inform the Service Provider of the outcome of the review in writing.

22 REVIEW MEETINGS

- 22.1 The time, venue and agenda for each review meeting will be advised by SC and issued to a representative from the Service Provider prior to the meeting.
- 22.2 It is anticipated SC will hold meetings twice per year with Service Providers to provide feedback and discuss current government policies and processes for advertising and communications. The aim of the meetings is to assist the Service Providers in working with Customers.
- 22.3 Service Providers will be debriefed on unsatisfactory Performance Reports and may be removed from the Scheme as a result of the performance management reviews.

23 REMOVAL FROM THE SCHEME

- 23.1 The Evaluation Team may upon the SC's recommendation remove a Service Provider as member of the Scheme if a Service Provider has:
- (a) breached the Scheme Conditions; or
 - (b) been the subject of substantiated reports of unsatisfactory performance for other NSW Government agencies; or
 - (c) been determined by the Evaluation Team as not suitable for future work; or
 - (d) experienced an adverse change in capacity or capability; or
 - (e) experienced an adverse change in business status, including being merged or acquired by another entity; or
 - (f) been convicted of a breach of its obligations under NSW workplace health and safety legislation or environmental protection legislation; or
 - (g) otherwise failed to meet the standards required of the Scheme in terms of its project outcomes, business management systems, client satisfaction and ethical business practices; or
 - (h) directors or associates which are the subject of any pending legal proceedings, including winding up or bankruptcy, insolvency administrations or investigations by ICAC or any other public body.
- 23.2 Before a Service Provider's membership is removed under clause 23.1, SC will advise the Service Provider of the matters prompting the proposed action and will give the Service Provider the opportunity to provide reasons as to why the revocation should not occur.
- 23.3 A Service Provider may, at any time discontinue its participation in the Scheme on 90 days' written notice to the Director Advertising & Policy, Strategic Communications, NSW Department of Premier & Cabinet. advertising@dpc.nsw.gov.au.
- 23.4 A Service Provider must continue to fulfill its contractual obligations under any engagement entered into under the Scheme.

24 REQUEST FOR REVIEW OF THE EVALUATION TEAMS DECISION

24.1 Where a Service Provider considers that there are substantive grounds for the Evaluation Team to reconsider its decisions under clause 23, the Service Provider may request a review of the decision by writing, providing full details of the reasons for the request for review to:

Director, Governance, Corporate Services
Department of Premier and Cabinet
Level 12
Bligh House
4-6 Bligh Street
SYDNEY NSW 2000

24.2 The Director, Governance, Corporate Services will review, decide and inform the Service Provider of the outcome of the review in writing.

25 INVOICING AND PAYMENT

25.1 Service Providers are required to invoice the Customer directly for any agreed work performed and the Customer is responsible for the payment of any correctly rendered, valid tax invoices under this arrangement.

26 APPLICANT'S ACKNOWLEDGMENT

26.1 In applying for membership, the Applicant agrees that it accepts the Scheme Conditions.

27 DISCLAIMER

27.1 The Evaluation Team reserve the absolute discretion to:

- (a) accept an Application with or without limitations and/or conditions;
- (b) reject an Application;
- (c) revoke a Service Provider's admission to the Scheme.

27.2 SC and ET will not be held liable for any costs or damages incurred by the Service Provider in the exercise of such discretion.

28 PREQUALIFICATION NO GUARANTEE OF WORK

28.1 The Service Provider's membership does not guarantee:

- (a) continuity of membership during the duration of the Scheme;
- (b) receipt of opportunities or request for services; or
- (c) that engagements or work of any kind or quantity will be offered.

29 REVIEW AND DEVELOPMENT OF THE SCHEME

- 29.1 Regular feedback from Customers and Service Providers will be obtained by SC as part of its role in monitoring the Scheme and assessing whether the objectives and intent of the Scheme are being met.
- 29.2 Modifications to the Scheme may be made at SC's discretion during the life of the Scheme.
- 29.3 The Scheme Conditions may be amended periodically by SC as required.
- 29.4 Service Providers must ensure they comply with the most recent version of the Scheme Conditions which are available to view or download at www.procurepoint.nsw.gov.au during the Application period and www.advertising.nsw.gov.au/strategic-communications during the life of the Scheme.
- 29.5 Service Providers will be notified via email of amendments to the Scheme Conditions.

SCHEDULE 1 – Application Form

SCHEDULE 2 – Standard Form of Agreement

SCHEDULE 3 – Feedback Forms

SCHEDULE 4 – Brief Template

SCHEDULE 1 – Application Form

All applications must be submitted online via the NSW eTendering website at <https://tenders.nsw.gov.au/?event=public.Schemes.list>

A summary of the Application Form can be viewed via the [eTendering](#) website. Applications can be submitted by clicking “Submit Application” on the eTendering website link above.

Please refer any queries relating to the Advertising and Communications Services Scheme to the NSW Procurement Client Support Centre on 1800 679 289 or by email to nswp@services.nsw.gov.au .

SCHEDULE 2 - Standard Form of Agreement

STANDARD FORM OF AGREEMENT

AGREEMENT BETWEEN CUSTOMER AND SERVICE PROVIDER

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THIS AGREEMENT is made the [date] day of [month] [year].

BETWEEN:

1. [Name], a Department/ agency of the State of New South Wales and having its office at [address], ('Customer')

AND:

2. [Name], a company incorporated in the State of [state] and having its registered office at [place], in the State of [state] ('Service Provider').

RECITALS:

- A. The Customer has requested that the Service Provider provide services to the Customer as provided by a Service Provider in accordance with the Customer's instructions from time to time.
- B. The Service Provider has agreed to serve the Customer as a Service Provider and to provide the Service Provider services on the terms and conditions of this agreement.

THE PARTIES AGREE:

1. Appointment and Term

- 1.1 The Customer appoints the Service Provider to provide the services customarily provided by an Service Provider and listed in Item 1 of the Schedule to this agreement, in connection with the Customer's activities specified in Item 2 of the Schedule to this agreement, in the geographic area specified in Item 3 of the Schedule to this agreement ('the area') and at the rates of remuneration specified in clause 3 of this agreement.
- 1.2 This agreement shall commence on [date] and continue for the period set out in Item 4 of the Schedule to this agreement and thereafter or until such time as this agreement is terminated after that time:
 - (a) by either party given written notice of not less than one (1) month, given so as to expire at any time on or after the period specified in Item 4 of the Schedule (during which period of notice all terms and conditions of this agreement shall continue to apply); or
 - (b) pursuant to clause 12 of this agreement.

2. Relationship

- 2.1 The Service Provider acts as a principal and not as an agent of the Customer in all its dealings with third parties and will be solely responsible for carrying out all its duties under the agreement except where and to the extent that it has obtained the prior written consent of the Customer.

3. Remuneration

- 3.1 For any services, the Service Provider may charge the Customer on the following basis:
- (a) for work done within the Service Provider, shall be charged at an agreed fee or, if no fee is agreed, following an estimate prepared by the Service Provider for the Customer, on the basis of time spent, at the Service Provider's established hourly rates applicable to the Service Provider representatives involved;
 - (b) for services obtained outside the Service Provider such as art and design work, production, packaging, sales conference materials and research, such services shall be charged at actual cost;
 - (c) the Service Provider shall not be entitled to charge for travel and accommodation charges, courier, postage, telephone or any other out-of-pocket expenses incurred for the Customer's purposes unless as previously agreed with the Customer

4. Terms of Payment

- 4.1 The Service Provider may invoice the Customer only in arrears on the date of each month agreed with the Customer and the Customer shall pay all invoices submitted by the Service Provider within 30 days from the end of the month in which the invoice was submitted.
- 4.2 The Service Provider shall duly credit to the Customer any discounts and/or credits for any and all special arrangements obtained by the Service Provider in connection with the performance of its duties hereunder including without limitation lower media rates.
- 4.3 Payment, in part or in total, of the invoices in accordance with this agreement does not constitute acceptance by the Customer of the Services and does not amount to a waiver of any rights either under this agreement or at law which the Customer may otherwise have at any time against the Service Provider.

5. Service Provider's Undertakings

- 5.1 The Service Provider undertakes as follows:
- (a) to carry out the general duties of an Service Provider set out in Item 1 of the Schedule to this agreement;
 - (b) to observe the rules, recommendations and guidelines of the Advertising Standards Bureau, the Advertising Standards Board, the Advertising Claims Board, the Federation of Australian Commercial Television Stations, the

Federation of Australian Radio Broadcasters, the Australian Competition and Consumer Commission and the Australian Broadcasting Authority and the codes of conduct laid down by those bodies or any other accepted standard of advertising that may be appropriate and will ensure that all services provided under this agreement conform with those bodies and that all advertising placed by it is legal, decent, honest and truthful;

- (c) to obtain the approval of the Customer to any advertising prepared by the Service Provider and in the case of any television commercial the approval of the Federation of Australian Commercial Television Stations (or any statutory or other body which may hereafter be set up in substitution thereof);
- (d) to obtain all necessary consents, licences or authorisations required by the Customer, under all relevant legislation of Parliament of the Commonwealth of Australia and all legislation of Parliament of the State in which the services are provided under this agreement and will ensure that all services provided under this agreement conform therewith;
- (e) to obtain all necessary consents, performance rights, licences or authorisations from all and any third party who has the capacity to give the same in relation to any photograph, drawing or other representation of a living individual or any facsimile signature or any photograph, drawing or other representation of any animal or any inanimate object or for the engagement of any person as artist, model, actor (collectively referred to as the 'artist') or otherwise used for the purposes of providing the services under this agreement, the artist to execute an agreement in a form approved by the Customer's solicitors;
- (f) to ensure that any third party who is identified by name as endorsing the Customer's activities ('the endorser') executes an agreement in a form approved by the Customer or its solicitors verifying the contents of or material contained in any and all advertisements made by the endorser and that the endorser consents to any abridgment, alteration or addition to the content or material contained in any and all advertisements made by the endorser and where the endorser is represented as having particular qualifications or credentials that the representation is true in every respect;
- (g) to the best of its knowledge and ability to guard against any loss the Customer may incur through failure of media or suppliers to properly execute their commitments provided that the Service Provider shall not be responsible for any such failure by media or suppliers;
- (h) to the best of its knowledge and ability to guard against any loss the Customer may incur through loss, damage or destruction other than reasonable deterioration to any negatives, video tapes, photographs or other materials in the possession of suppliers or other third parties and used or to be used for the purpose of providing the Service Provider's services hereunder provided that the Service Provider shall not be responsible for any

such loss, damage or destruction to any negatives, video tapes, photographs or other materials in the possession of suppliers or other third parties;

- (i) to indemnify the Customer against any loss the Customer may incur through loss, damage or destruction other than reasonable deterioration to any negatives, video tapes, photographs or other materials in the possession of the Service Provider and used or to be used for the purpose of providing its services under the agreement;
 - (j) to procure at no additional cost to the Customer the delivery to the Customer of all material created or related to campaign or program in the possession of the Service Provider or suppliers or other third parties and used or to be used for the purpose of providing its services under the agreement as and when the Customer may request such delivery including without limitation any such material in which the Service Provider may have any right or interest;
 - (k) not to undertake any campaign, prepare any communications material or publicity or cause publication of any advertisement or article which would be false, misleading, deceptive, indecent, libellous, defamatory, unlawful or otherwise prejudicial to the Customer's interests;
 - (l) to adhere to and comply with the Customer's trade mark and/or copyright standards and policies which are in effect from time to time.
- 5.2 Before entering into any binding obligation with any third party the Service Provider must submit to the Customer for written approval full details of all services and related costs which it proposes to incur on the Customer's behalf. The Service Provider will not enter into any such binding obligation unless and until it has the prior written approval of the Customer.
- 5.3 The Service Provider represents and warrants that no conflict of interest exists or is likely to arise in the performance of the Services at the date of this agreement.
- 5.4 The Service Provider warrants and undertakes to notify the Customer, in writing, immediately upon becoming aware of the existence, or possibility, of a conflict of interest. On receipt of such notice the Customer may approve the Service Provider undertaking any work which the Principal considers might give rise to a conflict of interest or refuse to approve whereby the Service Provider will refrain from undertaking any such work. The Principal may thereupon exercise its rights of termination under this agreement. Failure by the Service Provider to adhere to the provisions of this clause will give rise to a ground for termination pursuant to clause 12 without prejudice to any accrued rights or remedies of the Principal.
- 5.5 The Service Provider warrants and undertakes not to, at any time, breach or infringe any Intellectual Property rights of the Customer or of any other person whether in the course of providing the Services or otherwise. Without limiting the generality of clause 9, the Service Provider agrees to indemnify and keep indemnified and to hold harmless and defend the Customer (which term includes in this clause, its officers, employees and agents) from and against any actions, claims, proceedings, demands, costs, expenses, losses and damages brought against or made upon the Customer, arising from or incurred by reason of or in connection with an infringement or alleged infringement of any Intellectual

Property rights and hereby agrees to release and discharge the Customer from any such actions, claims, proceedings or demands. The Service Provider acknowledges that the Customer may take legal proceedings including but not limited to injunctive proceedings against the Service Provider if there is any actual, threatened or suspected breach of this clause. The Service Provider acknowledges that, in the event of a breach of this clause, the Customer may terminate the agreement in accordance with clause 12 of this agreement without prejudice to any accrued rights or remedies of the Customer.

6. Indemnity and Insurance

6.1 Indemnity

Without limiting the generality of clause 5.1(i) of this agreement, the Service Provider must indemnify and hold the Customer harmless from and against any and all claims, demands, regulatory proceedings and/or causes of action, and all damages, liabilities, costs (including without limitation settlement costs) or expenses (including without limitation legal fees) arising from:

- (a) any breach by the Service Provider of any of the undertakings, terms or conditions of this agreement;
- (b) any alleged:
 - (i.) misleading or deceptive conduct;
 - (ii.) infringement of trade mark, copyright, title, slogan, trade indicia or other proprietary rights;
 - (iii.) piracy, counterfeiting, plagiarism, unfair competition or idea misappropriation; or
 - (iv.) invasion of the right of privacy, which is in any way connected with any advertising or other materials covered by this agreement, in connection with advertising or other materials covered by this agreement;
- (c) the preparation or presentation of any advertising or other materials covered by this agreement.

6.2 The indemnity in clause 6.1 shall be reduced in so far as any loss arises directly arising from any information or material supplied by the Customer or from the use or consumption of the Customer's products or from any act or thing done on the Customer's specific instructions or with the Customer's specific approval.

6.3 The indemnities contemplated by clauses 5 and 6 of this agreement shall survive the termination or expiration of this agreement.

6.4 The Service Provider shall not engage any third party to produce or assist in the production of any work or service for the Customer unless and until the third party has executed an agreement in writing with the Service Provider which contains terms similar in effect to those contained in sub-clauses 5.1(b), 5.1(c), 5.1(d), 5.1(e), 5.1(f), 5.1(i), 5.1(l) and clauses 9, 10 and 11 of this agreement and copies of any such agreement must be provided to the Customer.

6.5 Insurance

- (a) The Service Provider shall, and shall ensure that any sub-contractors will,

arrange and maintain with a reputable insurance company for the term of the agreement:

- i) a public liability policy of insurance to the value of at least \$10 million in respect of each claim;
 - ii) workers' compensation insurance as required by all relevant laws of Australia relating to workers' compensation; and
 - iii) if requested by the Customer, a professional indemnity insurance policy:
 - A. if the Service Provider is a member of an approved scheme under the Professional Standards Act, insurance to the value of the amount prescribed under that scheme; or
 - B. if the Service Provider is not a member of an approved scheme under the Professional Standards Act, insurance to the value of at least \$10 million in respect of each claim.
- b) The Service Provider shall, on request from time to time by the Customer, produce to the Customer, satisfactory evidence of insurance.
- e) The insurances referred to in this clause shall be effective from the start date of this agreement and shall be maintained for the period of the agreement provided however, where applicable, professional indemnity insurance shall, unless the Customer otherwise agrees in writing, be continued to be maintained for a period of one year following the expiration or earlier termination of this agreement.

7. Approvals and Authority

7.1 Approvals

After obtaining the Customer's general approval of a campaign, the Service Provider shall submit to it for specific approval, as appropriate to the Services:

- (a) Including but not limited to copy, layouts, artwork, storyboards and/or scripts, work in progress including office edits, rough cuts, communication strategies;
- (b) informed and accurate estimates of the cost of the various items of the advertising.

7.2 Authority:

- (a) where applicable, the Customer's written approval of copy and layouts authorises the Service Provider to purchase production materials and prepare proofs and the Customer's approval of proofs authorises the Service Provider to publish;
- (b) where applicable, the Customer's approval of television, cinema and radio scripts and/or storyboards, digital content with estimated costs authorises the

Service Provider to make production contracts and engage artists and/or endorsers and the Customer's approval of films and recordings authorises the Service Provider to transmit;

- (c) where applicable, the Customer's approval of schedules and estimates authorises the Service Provider to make reservations and contracts for space, time and other facilities under the terms and conditions required by suppliers.

8. Amendments

- 8.1 The Customer may request the Service Provider to change, reject, cancel or stop any and all plans, schedules or work-in-progress and the Service Provider shall take all steps to comply provided that it can do so within its contractual obligations to media, supplies or other third parties.
- 8.2 In the event of any cancellation or amendment by the Customer, the Customer shall reimburse the Service Provider for any charges or expenses to which it is committed and also to pay the fees covering these items provided that the Customer has given prior approval to the charges and expenses which the Service Provider has committed to pay.

9. Copyright and Other Rights

- 9.1 In consideration of the payment by the Customer to the Service Provider of the payments made under this agreement (receipt of which is hereby acknowledged):
 - (a) the Service Provider as beneficial owner assigns to the Customer absolutely and for the full term of the copyright therein all and any copyright in all the world in or arising out of any literary, dramatic, musical or artistic work or in any cinematographic film or sound recording or in any television or sound broadcast or any other work capable of being the subject of copyright including any work commissioned by the Customer or prepared for it by the Service Provider at any time prior to the date of this agreement (the 'copyright work') which is produced by the Service Provider on behalf of the Customer at any time;
 - (b) the Service Provider shall take all such steps and execute all such documents as are necessary to transfer such copyright absolutely for the full term of the copyright to the Customer at no extra cost to the Customer. Where copyright in the copyright work is not already vested in the Service Provider it shall use its best endeavours to ensure that such copyright is transferred to and becomes vested in the Customer;
 - (c) where the production of any copyright work for the Customer will involve making use of any copyright work already in existence ('existing work') the Service Provider shall, prior to commencing such production for the Customer, obtain the necessary licence to use the existing work together with an indemnity from the licensor against any claims or proceedings which may be issued or threatened by any third party against the Service Provider and/or

the Customer for infringement of copyright in respect of the Service Provider's use of the existing work for the purposes of providing its services under this agreement;

- (d) the Service Provider undertakes to ensure that the existing work will be available throughout the life of the advertising campaign in which the existing work is used and negotiate terms for an extension to the campaign if required to do so by the Customer;
 - (e) where musical works are used for the purpose of providing the Service Provider's services under this agreement the Service Provider shall give the required notices to copyright owners and pay all royalties as they fall due;
 - (f) the Service Provider undertakes to obtain so far as is possible from copyright owners of existing works an undertaking in writing and for valuable consideration that the copyright owner of any such existing copyright does not make use of the same without the Customer's written authority;
 - (g) the Service Provider hereby assigns all the future copyright in all the world in all future copyright work to the Customer so that the same shall, on its coming into existence, vest in the Customer absolutely for the full term of the copyright therein;
 - (h) the Service Provider undertakes not to make use of any copyright work produced for the Customer whether by the Service Provider or on its behalf or any copies thereof, other than for the purpose of providing its services under the agreement, without the prior written consent of the Customer.
- 9.2 The assignments referred to in this clause 9 shall not in any way be affected by any disputes between the parties nor by the termination or expiration of this agreement for whatever reason.
- 9.3 The Service Provider warrants to the Customer that it has obtained all necessary consents from the authors of all copyright works such as to allow the Customer to perform any act which would otherwise constitute an infringement of those authors' moral rights in such copyright works.

10. Ownership of Property

- 10.1 Any and all communications material and property including, without limitation ideas, designs, concepts, original compositions, artwork, finished advertisements, radio and television commercials, digital content and all trade marks, trade names, brand names, trade symbols, logos, slogans or other trade indicia purchased, prepared or developed in the performance of this agreement (collectively referred to as the 'trade indicia') shall be the absolute property of the Customer and the Service Provider shall not use such property or material in any media without the prior written consent of the Customer PROVIDED THAT nothing in clause 10, shall prevent the use of such property and material by the Service Provider for the purpose of providing its services under this agreement subject to and in accordance with the terms and conditions of this agreement.

- 10.2 No right is given to use the trade indicia except in connection with the promotion and advertising of the goods of the Customer in a form approved by the Customer without any change or modification by the Service Provider.
- 10.3 Clauses 10.1 and 10.2 do not grant to the Service Provider any proprietary right or interest in the trade indicia and the Service Provider acknowledges the validity of the Customer's title in and to the trade indicia.
- 10.4 The Service Provider will promptly bring to the attention of the Customer any improper or wrongful use of any trade indicia of the Customer or of any other rights of the Customer which may come to its notice.

11. Confidentiality

11.1 The Service Provider hereby undertakes:

- (a) to treat as confidential and not to disclose, duplicate, use or permit the use at any time in any way, other than for the purpose of providing its services under the contract, and then only in such a way as shall first have received the express prior written consent of the Customer, and shall protect fully the confidentiality of the information of any confidential or commercially sensitive information of which it may become aware for the purpose of providing its services under this agreement or otherwise ('information') including, without limitation, information concerning or relating to the past, present or contemplated manufacturing process, marketing strategies, internal or external business operations or other information of the Customer or which may either directly or indirectly be relevant to the Customer's business and including also any compilations or otherwise public information in a form not in the public domain;
- (b) to limit the disclosure of the information within its own organisation to those of its officers and employees to whom such disclosure is strictly necessary for the purpose of providing its services under this agreement and to ensure that they are bound by obligations of secrecy in respect of the information equal and like to those contained in this agreement and to use its best endeavours to ensure that such officers and employees abide by such obligations of secrecy;
- (c) to accept full liability and to hold the Customer harmless against all wrongful use, duplication or disclosure of the information contrary to this agreement and to return to the Customer upon termination of this agreement all documents or material of any kind containing or alluding to the information, whether directly or indirectly, together with all copies of such material, whether prepared by the Service Provider or provided by the Customer which are then in its possession or under its control;
- (d) not to use the name of the Customer in publicity releases, advertising or promotion of the Service Provider's services including client lists unless the Customer shall first have given its written consent which shall not be unreasonably withheld;

- (e) that all the obligations set out in the preceding sub-clauses of clause 11, will apply at all times both during and after the termination of this agreement.

12. Termination

- 12.1 In addition to any other rights it has under this agreement and without in any way limiting any right of termination the Customer has or may have at common law or otherwise, the Customer may terminate this agreement in whole or in part at any time during the term without incurring any liability, by notifying the Service Provider in writing that this agreement or a part of this agreement is terminated from the date specified in the notice (which date will not be a date earlier than the date on which the notice is received by the Service Provider), and in that event, the Customer may give to the Service Provider such directions as it thinks fit in relation to subsequent performance of this agreement. The Service Provider will immediately comply with any directions given under clause 12.1 and will do everything possible to mitigate any losses arising in consequence of termination of this agreement under this clause. Termination pursuant to clause 12.1 will not expose the Customer to any liability for any claim for damages whether direct, indirect, special or consequential by reason of such termination and the Customer will pay fees for services rendered up until the date specified in the notice of termination.
- 12.2 The Customer may terminate the agreement in the event of a breach by the Service Provider of this agreement which is not rectified by the Service Provider within thirty (30) days of receipt of a written notice by the Customer relying on such breach to terminate the agreement, or in the event the Service Provider attempts to assign any of its rights or obligations hereunder (other than any delegation of its obligations to recognised suppliers producing work under the supervision of the Service Provider) or in the event the Service Provider merges with or is acquired by another agency or in the event the Service Provider becomes insolvent or any insolvency proceedings are instituted by or against it.
- 12.3 The rights, duties and responsibilities of the Service Provider and the Customer will continue in full force and effect during any period of notice given pursuant to 12.1 of this agreement.
- 12.4 Upon termination of this agreement, the Service Provider will transfer to the Customer, all property and materials in its possession or control paid for by the Customer and all contracts and reservations for time, space, talent and other advertising adjuncts entered into by the Service Provider for the Customer at no cost to the Customer.
- 12.5 The Customer agrees to reimburse the Service Provider for production costs (plus the agreed service fee of [percentage]) of any incomplete work previously authorised by the Customer and the Customer will have the right to complete and use such material and ideas in its future advertising.
- 12.6 Any uncancellable contract made on the instructions of the Customer and still existing at the expiration of the notice of termination shall be carried to completion by the Service Provider and paid for unless mutually agreed in writing to the contrary, in accordance with the provisions set out in this agreement.
- 12.7 Subject to the provisions of this agreement the rights, duties and responsibilities of the Service Provider shall cease from the date of expiration of notice of termination.

13. Rejection of Services

- 13.1 The Customer will inspect and approve the Services provided by the Service Provider and will give notice to the Service Provider as to any Services which the Customer deems to be Deficient Services and the Customer may deduct from the invoiced amount a sum which pro rata reflects the cost charged with regard to such Deficient Services. In any other case the Service Provider must reimburse the Customer to the value of Deficient Services already paid by the Customer.
- 13.2 If the Customer has not inspected or approved the Services at the time of payment and subsequently discovers Deficient Services, the Service Provider will compensate the Customer by reimbursing it the sum calculated on a pro rata basis to reflect the cost of such Deficient Services ("the reimbursable sum").
- 13.3 The Service Provider acknowledges and agrees that for any sum to be repaid to the Customer under this clause the certificate of [insert title of person e.g. Director- General] will be final and conclusive as to amount.
- 13.4 The Service Provider hereby irrevocably authorises the Customer to deduct an amount representing the reimbursable sum referred to in subclause 13.2 from any amount due and owing by the Customer to the Service Provider in payment of the reimbursable sum.
- 13.5 The Service Provider acknowledges and agrees that:
- (a) upon receipt of a notice in writing from the Customer setting out Deficient Services ("the notice") the Service Provider will rectify the Deficient Services within the time specified by the Customer in the notice at its own cost and expense;
 - (b) The Customer is entitled to withhold payment to the Service Provider for future Services until the Deficient Services are rectified to the reasonable satisfaction of the Customer and until the reimbursable sum is paid to the Customer by the Service Provider.
- 13.6 The Service Provider acknowledges and agrees that in no circumstances whatsoever will the Customer be liable to accept the balance of any Deficient Services or Deficient Contract Material as provided or delivered.

14. Notices

- 14.1 All notices to be served pursuant to the terms of this agreement shall be served personally or shall at the option of the party giving notice be sent by registered prepaid post addressed to the other party at the address of that party mentioned in this agreement and notice shall be deemed to have been given on the date it is posted.

15. Governing law

- 15.1 The agreement shall be governed by and construed in accordance with the laws for the time being in force in the State of New South Wales.

16. Severability

- 16.1 If any part of this agreement is found to be invalid or of no force or effect under any applicable laws, executive orders or regulations of any government authority having jurisdiction, this agreement shall be construed as though such part had not been inserted herein and the remainder of this agreement shall retain its full force and effect.

17. GST

- 17.1 If GST is payable on any supply under this agreement, the fee payable for the supply will be considered exclusive of GST. Unless the parties otherwise agree in writing, the party receiving the supply undertakes to pay the supplying party the amount of such GST in addition to any fee for that supply of the time the fee is payable or at such later time when the amount of the GST becomes known, subject to the supplying party issuing a valid tax invoice to the party receiving the supply in accordance with the relevant GST legislation.

18. Disclosure of Details of Customer Contracts With the Private Sector

- 18.1 The Service Provider acknowledges that the Customer may be required to publish certain information concerning this agreement in accordance with ss 27 - 35 of the Government Information (Public Access) Act 2009 (NSW), and the NSW Government Tendering Guidelines, available at:
<http://www.procurepoint.nsw.gov.au/policies/nsw-government-procurement-information>
- 18.2 If the Service Provider reasonably believes that any part of this agreement contains information which is commercial-in-confidence or could reasonably be expected to affect public safety or security, then the Service Provider should immediately advise the Customer in writing, identifying the provisions and providing reasons so that the Customer may consider seeking to exempt those provisions from publication.

SIGNED by [*name of Customer*])
by its authorised officer)
)
in the presence of)

[*Authorised Officer*]

SIGNED by [*name* of Service Provider])
by its authorised officer)

in the presence of)

[*Authorised Officer*]

Schedule

Item 1

The services to be provided by the Service Provider include:

- (a)
- (b)
- (c)
- (d)
- (e)
- (f)
- (g)

Item 2

Activities of the Customer

Item 3

Geographic area of the agreement

Item 4

Period of agreement

Item 5

Agreed costs

SCHEDULE 3 – Feedback Forms



**Strategic
Communications**

Schedule 3 - Service Provider Selection Feedback Form

SCM 0035 PRE-QUALIFICATION SCHEME: ADVERTISING AND COMMUNICATIONS SERVICES

The Scheme Conditions require that all Customers using the Scheme are required to submit Feedback Forms.

At the completion of a request for quotation process, Customers will be required to:

- (a) Complete a Service Provider Selection Feedback Form for each Service Provider that completes a Request for Quote;
- (b) Provide a copy of the completed Service Provider Selection Feedback Form to the relevant Service Provider subject of the feedback;
- (c) Provide a copy to the Director Advertising & Policy, Strategic Communications, NSW Department of Premier & Cabinet. advertising@dpc.nsw.gov.au

This information will be reviewed and monitored by SC and raised with the Service Provider as appropriate for their response and action. The feedback forms will cover the Service Provider's understanding and response to requirements, costs, and overall performance.

Customers should contact Strategic Communications with any issues arising during a Request for Quotation process.

For further guidance on the requirement, Customers can refer to the Guidelines for Users.

Service Provider Details	
Service Provider Organisation	
Service Provider Contact	
Telephone	
Email	

Campaign / Program Details	
Name	
Description	
Planned commencement date	
Service Provider services required	
Proposed budget	

Feedback		
Service Provider Response	Value for Money	Overall
<i>Did the response meet the requirements of your brief?</i>	<i>Was a cost efficient solution proposed?</i>	<i>How would you describe their overall pitch performance - including communication, chemistry etc..</i>

Customer/Department Contact Details	
Customer / Government Department	
Contact	
Position Title	
Telephone	
Email	

A separate Feedback Form for each Service Provider must be completed



**Strategic
Communications**

Schedule 3 - Service Provider Engagement Feedback Form

SCM0035 PREQUALIFICATION SCHEME: ADVERTISING AND COMMUNICATIONS SERVICES

The Scheme Conditions require that all Customers using the Scheme are required to submit Feedback Forms.

At the completion or termination of an Engagement, Customers will be required to:

- (a) Complete a Service Provider Engagement Feedback Form for those they contract with;
- (b) Provide a copy of the completed Engagement Feedback Form to the relevant Service Provider subject of the engagement feedback; and
- (c) Provide a copy to the Director Advertising & Policy, Strategic Communications, NSW Department of Premier & Cabinet. advertising@dpc.nsw.gov.au

This information will be reviewed and monitored by SC and raised with the Service Provider as appropriate for their response and action. The feedback form will cover the Service Provider's understanding and response to requirements, costs, availability and response of nominated personnel and account issues.

Customers should contact Strategic Communications with any issues arising during an engagement.

For further guidance on the requirement, Customers can refer to the Guidelines for Users.

Service Provider Details	
Service Provider Organisation	
Service Provider Contact	
Telephone	

Campaign / Program Details	
Name	
Description	
Commencement date	
Completion date	
Service Provider services engaged	
Total fee paid (ex GST)	

Feedback				
Time Management	Customer Servicing	Quality of Outcomes	Cost Management	Communications
<i>Was the engagement completed within the expected timeframe?</i>	<i>Assess the project management and teams' capabilities/skills and servicing throughout the engagement</i>	<i>Did the Service Provider understand and meet the overall engagement requirements – were the engagement objectives and outlined deliverables met?</i>	<i>Did the Service Provider manage/forecast costs well and did they adhere to the agreed cost of the engagement? Were any savings achieved? Value for money</i>	<i>Were the Service Provider's communication skills satisfactory during the engagement? Was it a collaborative, cooperative approach and was there a commitment to resolving issues?</i>

Customer/Department Contact Details	
Customer / Government Department	
Contact	
Position Title	
Telephone	
Email	

SCHEDULE 4 – Brief Template

The purpose of this template is to provide a basic guide that will assist Customers in preparing a Brief. Every Brief will vary but Customers should aim to include the below at the very least:

CUSTOMER (GOVERNMENT DEPARTMENT)

Include contact details, key personnel etc.

CAMPAIGN/PROGRAM NAME

POTENTIAL DURATION OF CAMPAIGN OR PROGRAM (Maximum: 2yrs)

A campaign refers to communications activity undertaken typically within one (1) financial year for one (1) topic.

A program may comprise of a number of similar campaigns relating to the same topic and may extend beyond one (1) financial year.

TOTAL CAMPAIGN OR PROGRAM BUDGET

\$

BACKGROUND/CAMPAIGN NEED

Why does the campaign need to take place? Include data and research findings that inform & support the need.

ISSUE TO BE ADDRESSED

What is the specific issue to be addressed through the campaign, the size and scope of it, why it exists?

OBJECTIVES

Should be SMART (specific, measurable, attainable, relevant, time-bound) - include benchmarks & targets.

TARGET AUDIENCE

Include any audience insights, location details etc.

PROPOSITION

What do you need to say to address the issue?

DESIRED AUDIENCE RESPONSE

What do you want the audience to do?

MANDATORY INCLUSIONS

Branding/URL/CTA etc.

TIMELINES

Any critical timelines? Expected time to be in market etc.

EVALUATION

How will campaign be measured? Measurement indicators, methodology, criteria etc.