Crown Commercial Service

Communications: Media Buying

Customer guidance document RM6003

Agreement start date: 22 May 2018
Agreement expiry date: 21 May 2022

4921-18 (Oct 18)

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Introduction

The purpose of this document is to provide high-level guidance to customers using the Crown Commercial Service (CCS) Media Buying agreement.

We want to make the process of buying media as easy for our customers as possible, so this guidance document will provide you with the information you need to use the agreement.

This guidance is not intended to provide specialised procurement, legal or other professional advice but to help you access the agreement. In cases where there is high risk, uncertainty or complexity you are strongly advised to seek the advice from appropriate specialist personnel within your own organisation.

Before using the Media Buying agreement you should satisfy yourself that you have the relevant internal and external approval to use this agreement. If you are a Central Government customer, the Minister for Cabinet Office has published guidelines on the controls for Advertising, Marketing and Communications expenditure and this can be found here.

Benefits of using a CCS Agreement

Media Buying can be a complex and costly procurement activity and the Media Buying agreement can reduce the time and costs associated with your procurement, by offering a facility that has already been competitively tendered.

Due to the volumes of media we collectively buy across government, it also enables the agency to leverage excellent discounts on the price of media bought.

The main benefits are:

- **Increased efficiency of procurement –** as a single agency arrangement, use of the agreement avoids the time and costs associated with a full competitive tender.
- **Quality of service provision -** the experience, expertise and commitment to quality of an agency are assessed at the time of the initial procurement. Customer satisfaction with the agency's performance is monitored on an ongoing basis.
- **Terms and conditions -** both customers and agency need only familiarise themselves with one set of contractual terms and conditions, and need not re-draft and/or re-negotiate terms for each call-off contract undertaken.
- **Encouraging best practice -** we ensure that the terms and conditions incorporate current best practice into the operations of an agreement. Customer guidance on use of this agreement incorporates advice on best practice, such as ensuring a customer has a detailed specification of requirement (brief) prior to embarking on a call-off contract.
- **Management Information -** we collect detailed management information from the media buying agency to monitor utilisation and overall performance of the agreement and provide a comprehensive view of cross-government and client media spend.
- **EU compliance -** the agreement is fully compliant with the Public Contracts Regulations 2015.
- **Reduced commercial risk -** the use of standard terms and conditions minimises commercial risk through robust management of terms and conditions and standardisation.
- **Improved supplier performance -** strategic relationships with key agencies to the public sector to gain better value for money, to take out cost, improve performance and to align agencies with government/ organisational priorities.
- **Value for money -** Aggregation of spend and leverage of the government requirement to deliver better value for money and cashable savings for the public sector.

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Agreement overview

Under this agreement any UK public sector bodies including Central Government Departments and their Arm's Length Bodies (ALBs), NHS bodies, local authorities, police and emergency services, educational establishments and registered charities are able to procure media buying services.

The procurement process leading to the establishment of the Media Buying agreement followed the "open procedure" as laid down in the Public Contracts Regulations 2015. The establishment of this agreement allows government organisations to procure media buying services through the arrangement without having to undergo a competitive tender process before appointing the agency.

The Media Buying agreement is a comprehensive set of bespoke terms and conditions for Media Buying. They incorporate the Government standard terms and conditions for service contracts as well as negotiated media-specific terms and conditions.

As this is a single agency agreement, you can make a direct award to Manning Gottlieb OMD (MG OMD), a trading division of Omnicom Media Group without the need to run a further competition.

Before you use this agreement consideration should be given to the following:

Has your budget been approved?

Cabinet Office spending controls apply to all organisations classified as central government by the Office of National Statistics. Before using this agreement, central government customers should ensure that they have applied for, and received, the appropriate approval.

Central government customers spending over £100,000 must seek approval from the Professional Assurance Group. More information on the Professional Assurance Communications Control process and the request template can be found on the Government Communication Service website. Please email communications.controls@cabinetoffice.gov.uk if you have any queries regarding the approvals process.

Wider public sector organisations may have different spend approvals processes for differing levels of spend. Budget approval should be sought before continuing with planning your media requirements.

What are your timescales?

The sooner you can book your media, the better. This gives the Media Buying Agency the opportunity to buy better inventory for your campaign and it's likely to help your budget too – there are often penalties for going 'late' to market. For example – the booking deadline for TV campaigns is two full calendar months prior – the Media Buying Agency offers a two week grace period on this deadline, but any subsequent penalties for going to the market late will be passed on to you by the Media Buying Agency.

Does your campaign or brief include sensitive or confidential information?

When you issue your brief to the Media Buying Agency, you may wish to protect the information within it from being released into the public domain. Whilst there are confidentiality clauses in place within the call-off documentation, these do not apply until an agreement is signed with the Media Buying Agency. Therefore, you may choose to include an additional layer of confidentiality to protect your brief and the information contained within it by using a Non-Disclosure Agreement (or NDA).

If you decide that the information within your brief is sensitive you will need to put your own NDA or confidentiality agreement in place. Speak to your procurement or commercial team as they may already have a template. We would encourage you to issue the NDA and have the Media Buying Agency sign and return it before issuing any further documentation in order to protect the sensitivity of your information.

The Communications Category Team at CCS can provide further guidance should you have any queries in relation to confidential or sensitive information.

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Benefits of the Media Buying agreement

The new media buying agreement has been designed to provide a transformational service to improve campaign outcomes, increase quality of service and transparency and combat the industry wide issue of non-viewed advertising. This will be delivered through:

1. **Commission fee neutrality.** MG OMD will have a single flat commission for each media channel, including programmatic, to ensure media neutrality when buying for customers.

2. **Reduced "wastage" of money spent on advertising** and full transparency of where taxpayers' money is being spent and on what. This agreement will allow visibility of all platform fees, media fees and any additional fee structures paid to the respective ad tech platforms/ trading desks /tools owned by agencies which could lead to potential budget reductions.

3. **High quality media placement driving effective outcomes.** Government will get high quality media at a competitive cost. Government ads are currently measuring at a standard of 60% viewability which is in line with the market. We are working to push this to 100% whilst maintaining competitive pricing through a leveraged deal.

4. **Enhanced terms and conditions.** Aligned to best practice terms drafted by the leading advertisers industry body ISBA.

5. **Annual contract review.** Allows us to adapt the contract in flight as the market and industry advances and innovative approaches and ways of working become available.

6. **Performance Incentives.** Ensures robust contract management and surety that KPIs are delivered to encourage MG OMD to optimise performance and improve outcomes. The performance incentive will be an additional commission of net media spend, before deduction of rebates and unbilled media, allocated as follows:

    - 50% based upon outcomes delivery - aligned with client KPIs
    - 25% based upon service delivery - measured through a tailored service scorecard
    - 25% based upon pricing and contract delivery - measured through media and financial audit performance

This payment will be managed centrally by CCS and therefore customers will not need to budget for this.

7. **Increase commercial benefit through robust pricing guarantees and benefits methodologies.** Pricing guarantees defined for the life of the contract and benchmarking of rates against other public and private sector organisations.

8. **Performance management.** Including live campaign dashboards, in-flight optimisation, monthly information, external media audits, strategic supplier management and customer satisfaction surveys to include reviews on the quality, efficiency and effectiveness of the services provided by MG OMD.

9. **Ability to have owned tech / data** for enhanced transparency and access to client data.

10. **Flexible agreement.** To ensure best fit agency relationship for a variety of customers. This includes three different service levels.

11. **Process efficiency effectiveness.** Ensures MG OMD, and other agency partners, are engaged from the very beginning of the marketing / campaign process.

12. **Best practice sharing.** Ensures MG OMD is held accountable for reporting performance and sharing insight and learnings to the whole client community where appropriate.

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Scope of the Media Buying agreement

The Media Buying agreement is a single agency agreement with Manning Gottlieb OMD (MG OMD), a trading division of Omnicom Media Group, and covers the purchase of media space to enable the implementation of channel plans for a communications campaign. It covers the following sectors:

The following list provides example channels that the Agency will buy for the Client(s) in the UK and for international campaigns:

a) Regional media
b) Vod/AdSmart
c) Hyper Local Media
d) Radio
e) Print – National Press
f) Digital Radio
g) Print – Local Press
h) Out of Home (OOH)
i) Print – Consumer
j) Out of Home (OOH) Digital
k) Print – Trade Press
l) Digital Display
m) Print – Financial Press
n) Experiential
o) Print – Magazine
p) Direct Mail
q) Print – Specialist Titles
r) Email Marketing
s) Print – Recruitment
t) Pay-per-click (PPC)
u) TV
v) In-app
w) Regional TV
x) SMS Marketing
y) Smart TV/Games Console
z) Cinema
aa) Telemarketing
bb) Content Marketing
cc) Search Engines
dd) Voice and Audio Services
ee) Sponsorship
ff) Recruitment Channels/Job Boards
gg) Emerging Channels as required (e.g. AI, VR)
hh) Addressable Media (including TV)

Full details of the scope of the agreement are provided within the Bid Pack 2 Customer Needs document (available on our website) and the Call-Off Agreement (Schedule 6) details the Media Buying Agency's obligations in relation to important aspects of your campaign. These include:

1. **Clash Management –** how your campaign would be dealt with in the instance that there was a 'competing' government campaign.
2. **Deferments, amendments and cancellations –** what happens if there are late changes to your campaign.
3. **Post-campaign analysis –** what you can expect once your campaign has been broadcast / published.
4. **Response times –** how long it will take (by media) for the agency to transform your media buying brief into an implementation plan for buying media.

Exclusions to the scope of the Agreement The following media services are not included within the scope of the agreement:

- **Creative Services –** CCS Campaign Solutions agreement RM3774 and Communication Services agreement RM3796.
- **Sponsorship and partnership marketing –** The Media Buying Agency will acquire associated media as required for partnership/ sponsorships. However, the agreement does NOT cover sponsorship and partnership marketing; these are predominantly covered by Campaign Solutions agreement RM3774.
- **Communications / Channel Planning –** The agreement does NOT cover communications and channel planning. Customers requiring planning services should refer to lot 3 of the CCS Communications Services agreement RM3796.

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How to use the agreement

There is no joining fee and no limit on the value or number of orders that can be placed through the Media Buying agreement.

Prior to using this agreement you need to establish whether you have a requirement to plan and buy paid-for media. If you haven't yet considered the use of owned and earned media, you may wish to utilise these services from the agency that you are working with.

Please note: The Media Buying agreement relates only to implementational media buying. MG OMD does not have the authority within this agreement to offer communications planning services. These services can be procured through lot 3 of the Communication Services agreement RM3796 For clarity and to draw a distinction between implementational media planning and buying and communications planning, the following definitions should be referred to.

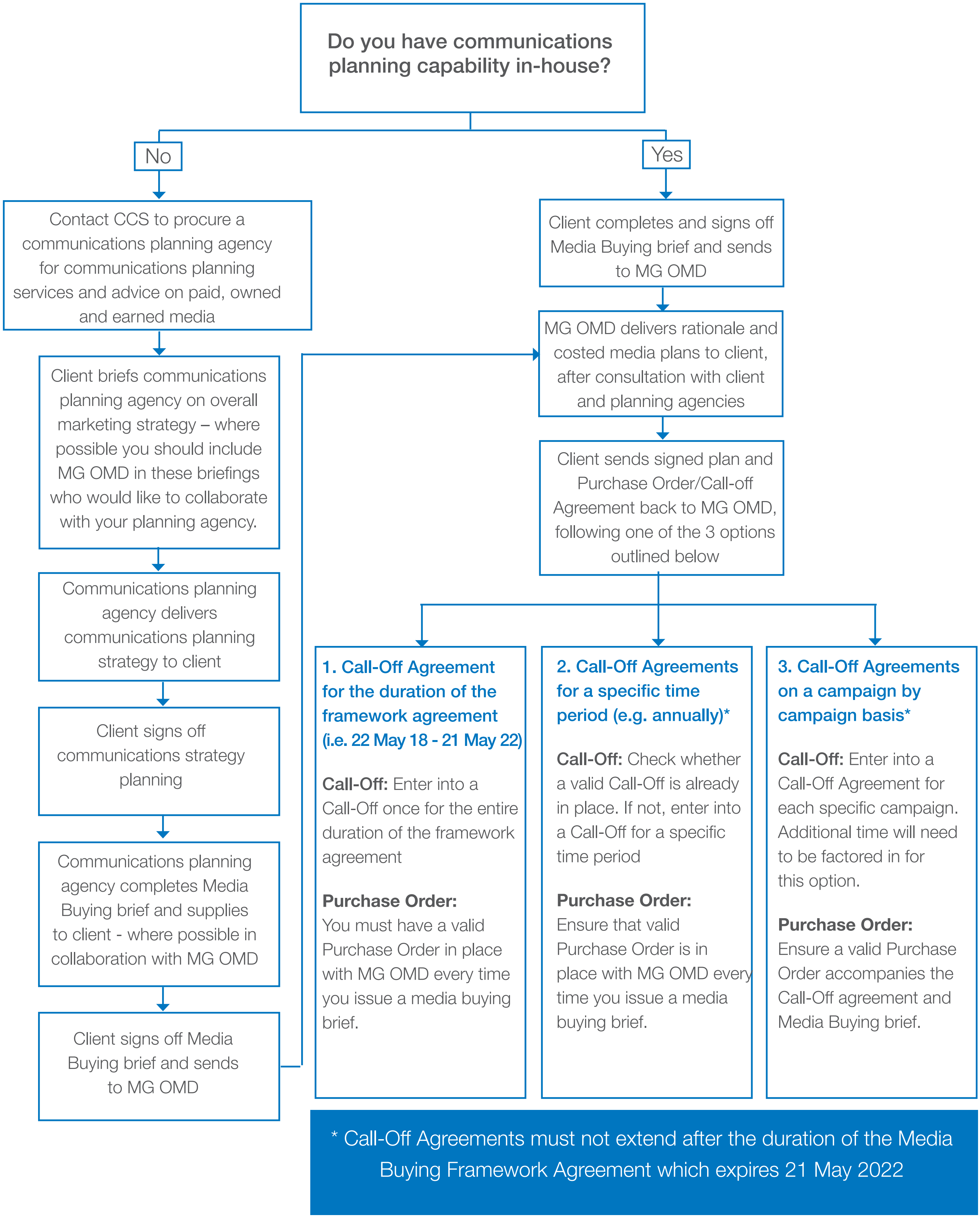
Implementational planning and buying – This is where key planning criteria such as budget, target audience and media channels have already been defined within a communications brief to MG OMD, who can then deliver detailed executional media plans in response to that brief. Those plans will contain detailed recommendations for each channel such as specific press titles, radio stations, TV channels, online sites etc, costed at MG OMD media buying rates, flighted in line with that brief, to the budgets and target audiences provided with relevant metrics such as coverage and frequency included.

Communications Planning – This is the production of a comprehensive communications rationale and channel plan, informed by in depth audience analysis and insight driven by a single minded focus on measurable outcomes and subsequent evaluation. Such recommendations should be accompanied by a narrative that describes the role of each channel. These services can be procured through lot 3 of the Communications Services agreement RM3796.

Once you have established that you do have a requirement to plan and buy media, you need to decide whether you have the capability to do the following:

- Work with a communications planning agency to establish your communications plan.
- Implementation of the communications planning brief through working with MG OMD to buy the media in accordance with a media schedule.
- Coordination and management of the planning and buying process.

The diagram below outlines the process from brief to plan:



Media Buying Brief

You should already have a channel plan in place (which may have been agreed under lot 3 of the Communication Services agreement RM3796) and this information will be used to populate the Media Buying Brief in most instances.

If you have media management expertise, resource and capability; and have already developed a media buying brief (templates available to download from website), you are able to contact MG OMD directly. MG OMD want to collaborate with you on the buying brief and will work in an iterative way with you and / or your planning agency to create the best possible media plan.

MG OMD will only commence work on a media buying brief that they have received directly from the customer and not via a third party, such as the customer's communications planning agency. Customers who have a communications planning agency working on their behalf may assign them to fill out the media buying brief, however, the formal instruction to build a media plan can only come from the customer to MG OMD using the relevant briefing templates.

A copy of the briefing templates can be downloaded from the website.

Consideration should be given to the following when developing the media buying brief:

1. **SMART Objectives –** when drafting campaign objectives, think carefully about how these can be measured. If you don't have the in-house expertise to develop clear, SMART, media objectives then consider using a channel planning agency (under RM3796) to support this. The clearer and smarter your campaign objectives, the easier it will be to monitor effectiveness and report successes. As part of the briefing process, MG OMD will help develop an evaluation framework, should one not exist.

2. **Performance Measurement –** think about whether you need any specific service levels (SLAs) or performance indicators (KPIs) for the campaign. If you have specific requirements these should be captured and agreed when you call off from the agreement. For example, you may have some specific requirements around campaign optimisation for a digital campaign, and these could be recorded as SLAs or KPIs when you agree the call off with the Media Buying Agency. MG OMD want to focus their effort on helping to achieve your outcome objectives so it may be useful to align KPI's to these if appropriate.

3. **The Requirement –** consider aspects of your requirements that are mandatory and those which might be desirable. For example, when buying press, does it need to be printed on certain days, or can you allow for flexibility on day of week? Not only will this help to reduce costs but it could increase the availability and quality of inventory available to you for your campaign.

4. **Booking Deadlines –** the sooner you can book your media, the better. This gives the Media Buying Agency opportunity to buy

During the transition phase until 7 November 2018, MG OMD are building the Government Media Team. Therefore, you should contact one of their leadership and transition team listed below for any queries, and to give them sight of your requirements. They will assign your brief to a skeleton team in place from late August. In early November, when they are fully staffed we will re-issue these guidance notes with more details on contacts.

Paul Knight	Overall account lead	Pknight@manninggottliebomd.com +442074705316
Adam Skinner	Transition Co-ordination	Adam.skinner@omnicommediagroup.com +442030234522
Katrina Bozicevich	Client & planning lead	KBozicevich@manninggottliebomd.com +442074705256
Alex Pilcher	Client & planning lead	APilcher@manninggottliebomd.com +442071892017
Martin Broad	Investment lead	MBroad@Manninggottliebomd.com 442071845652
Matt Taylor	Digital & tech lead	MTaylor@manninggottliebomd.com +442074705340
Emma Scoular	Effectiveness / evaluation lead	EScoular@manninggottliebomd.com +442074469811

Timescales

When planning for your media requirements you will need to build in sufficient time for MG OMD to deliver plans against briefs received. To get the best results from briefing on 'day 1' MG OMD recommends the following lead times and milestones are adhered to.

However, please discuss your timing requirements with MG OMD at the time of briefing.

Campaign Type	Plan due from MG OMD
Larger budgets with an integrated plan using a combination of media	3-4 weeks
Smaller budgets typically using 1-2 channels (<£250k)	1-2 weeks
Digital channels	2 weeks
Media Partnerships	2 weeks + dependant on complexity
Emergency Briefs	From 24 hours dependant on scenario

As a general rule the earlier the briefing the better. Customers will have access to more quality inventory from media owners and will also get a much more thorough response from MG OMD. For digital activity timely briefing will also allow a customer website to be tagged up for tracking purposes. This will enable a customer to track the accountability of their online display activity.

Outside of this there are some hard costs for late bookings into the TV market. TV contractors operate a system of offering the best prices to advertisers who meet their booking deadline. In theory this enables them to ensure all deals can be met, and allows them to publish working prices to buyers that we can trade against. In practice, they need some advertisers to approve late to be able to make all their deals add up. Late approvers are traditionally Newspapers, Store Groups and those advertisers reacting to changes in Share of Voice strategies.

The Advance Booking (AB) deadline for all television bookings is typically circa 8 weeks prior to the start of the month of transmission – e.g. Jan 31 for any bookings in April.

Missing ABs has two effects on a TV schedule - cost and quality.

Typically for every week late a surcharge of 5% would be applied, resulting in a loss of value. These charges are negotiable, and can vary depending on time of year (less charge post-Christmas when demand is low, and rigorously applied in high demand months such as October) and by channel.

Late approval can also affect the quality of schedules. MG OMD will make programme requests on each campaign, and if approved on AB there is a strong chance that these will be delivered. If approved late – from two weeks after AB – no programme guarantees can be secured. Furthermore, the levels of 'Centre Breaks' and good 'Positions in Break' (both drivers of improved effectiveness of TV) may be lower than our normal delivery. The closer approval gets to the month of transmission the greater likelihood that airtime will be booked on a daily basis, making delivery of normal spot times impossible. MG OMD cannot quantify the real effect these quality shifts would have on overall outcomes. To qualify for this MG OMD have to put planned details onto the Caria system (the internet system all TV contractors use to accept bookings) on or before AB, as “TBC” (can be cancelled at no penalty). After two Weeks penalties may start to be applied. Below are example penalties that might be applied; these are examples on...

Weeks after Advance Booking deadline:

1 Weeks	2 Weeks	3 Weeks	4 Weeks	5 Weeks	6 Weeks	7-8 Weeks	<1 Weeks
Zero	Zero	+5%	+10%	+15%	+20%	+30%	+40%

For Radio, you should approve 60 days or more before transmission to take advantage of best prices. Within 60 days pricing can become more expensive.

Pricing

The prices in place under the agreement are based on an agreed set of buying rates which cover the majority of audiences and channels that you may require. These will be used by MG OMD to provide cost breakdowns for customer’s media requirements in line with the pricing guarantees for the agreement.

MG OMD is able to access highly discounted rates on your behalf, through their negotiations with media owners. Once MG OMD has your media buying brief they will provide a cost breakdown within the media plan. The rates provided by MG OMD are already inclusive of the standard 15% discount (20% for Out of Home).

In addition to the buying rates, you will be charged a commission fee by MG OMD. Other costs incurred may include levies including a small ASBOF/ BASBOF fee which is a compulsory Advertising Standards Agency (ASA) cost.

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Placing an order

Call Off Process

The EU procurement rules require contracting bodies to award call-off contracts under the Media Buying agreement using the standard terms and conditions set out in the Media Buying agreement.

If it is your first time calling off from the Media Buying agreement you will need to complete a Letter of Appointment and the Call-Off Agreement and sign these with the Media Buying Agency. This Call-Off Agreement can be found on the CCS website.

Customers may choose to enter into a call off agreement in a number of ways:

1. Call-Off Agreement for the duration of the agreement (22 May 2018 - 21 May 2022).

   When entering into a Call-Off Agreement for the duration of the agreement you only need to complete this once. However you must have a valid Purchase Order in place with the Media Buying Agency every time you issue a media buying brief.

2. Once the Letter of Appointment and Call-Off Agreement for a specific time period (e.g. annually) When entering into a Call-Off Agreement for a specific time period you must ensure that a valid Purchase Order is in place with the Media Buying Agency every time you issue a media buying brief.

3. Call-Off Agreements on a campaign by campaign basis. When entering into a Call-Off Agreement for a specific campaign you must ensure that a valid Purchase Order accompanies the call off agreement.

It must be noted that for options 2 and 3 outlined above, the Call-Off Agreements must not extend after the duration of the RM6003 Media Buying Framework Agreement which expires 21 May 2022. Where there is a potential overlap past the expiry date, CCS will manage the transition to ensure continuity for customers.

The approach undertaken will depend on a number of factors such as departments' forward visibility of media requirements. It is recommended that options 1 and 2 are used wherever possible to provide procurement efficiency. Additional time will need to be factored in for booking media option 3 where option 3 is used. Customers should seek advice from the appropriate specialist personnel within their own organisation to determine their approach.

Once the Letter of Appointment and Call-Off Agreement has been sent to MG OMD, this constitutes the contract for the services with MG OMD. It is imperative therefore, that you have the appropriate approval and authority to send this to MG OMD.

Call-Off Guidance

Within your Call-Off Agreement, you may only "supplement or refine" the agreement terms and conditions "to reflect particular circumstances" (i.e. of the service requirement) in a way permitted under the agreement, the OJEU Contract Notice and in accordance with the Public Contracts Regulation 2006 (19). Only comments in square brackets [ ] can be amended and this is to be agreed by the Media Buying Agency and customer.

It is not permissible to make, accept or enter into negotiations with MG OMD regarding the possible acceptance of substantial amendments to the Media Buying agreement. The Call-Off Agreement will refer to the Media Buying agreement terms and conditions and will constitute the entire understanding between you and MG OMD relating to the services ordered. Both you and the agency are obliged to duly observe all obligations and terms of your contract.

Both the customer and the agency are obliged to duly observe all obligations and terms of the Call-Off Agreement.

The Letter of Appointment and Call-Off Agreement as provided on the CCS website must be completed by the customer prior to being sent to MG OMD as follows:

- Customer Details: Insert the Customer Department name (e.g. Public Health England), contact name, full address including postcode, telephone number and email address).
- Insert your reference number, this should be a number that will be clearly recognisable to your procurement and finance team as this will be quoted on invoices relevant to this Call-Off agreement.
- Insert the date that you are raising the Call-Off Agreement.
- Insert the project or campaign title (e.g. Change for Life).
- The point of contact for this requirement; name, telephone number and email address.
- Insert the total estimated spend for the Call-Off Agreement,
  - when completing for a specific campaign this will be the estimated value of the campaign
  - when populating for a specific time period or for the duration of the agreement, this will be the total estimated spend for year 1 of the Call-Off Agreement
  - Payment of invoices must be via BACS.

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Contract Management

Crown Commercial Service Role

We will closely monitor agency performance to ensure that your requirements are being met through:

- Strategic management of MG OMD
- Management of agreement performance and utilisation through the collection and analysis of monthly management information
- Monitoring market developments
- Maintaining and improving agreement value (i.e. benchmarking)

Contracting Body Role

Once MG OMD has started to provide services you should manage the Media Buying Agency to ensure they are performing to meet your requirements in line with any specific service levels (SLAs) or performance indicators (KPIs) set out within your Call-Off Agreement.

Clash Management

The scope of the agreement are provided within Attachment 6 - Framework Agreement (available on our website) and the Call-Off Agreement details the Media Buying Agency's obligations in relation to important aspects of your campaign. The agreement includes provisions to address how your campaign would be dealt with in the instance that there was a 'competing' government campaign.

The below table outlines the parameters in place under the agreement:

Channel	Permitted parameters by channel
TV/Radio	One commercial per break, rising to two commercials per break of unrelated subject matters during peak periods (peak period being January – March). No two forces recruitment campaigns can go together in the same break or two from the same department.
Press	Daily newspapers - maximum three insertions per single issue of a title. Minimum of two editorial spreads between insertions. Sunday newspapers – maximum three insertions per single issue of a title rising to five insertions in peak periods. For either daily or Sunday titles - no two forces campaigns or two from the same department in a single issue
Weekly magazines	Maximum 3 insertions. Minimum of two editorial spreads between insertions. No two forces campaigns or two from the same department in a single issue.
Monthly magazines	Maximum 3 insertions per issue and five insertions in peak periods. Minimum of five editorial spreads between insertions. No two forces campaigns or two from the same department in a single issue.
Cinema	Maximum of two advertisements per screen. No two Forces campaigns or two from the same department.
Out of Home (OOH)	No more than two advertisements in close juxtaposition (three in peak periods). No two forces campaigns or two from the same department.
Digital	The industry standard for digital clash management must be followed.

Customer Satisfaction

After your campaign is completed, MG OMD will request that you fill in a simple customer satisfaction form. It's really important that this captures your feedback to support the continuous improvement of the agreement.

If you have any other feedback that you wish to provide in addition to this, please contact on of the Marketing Communications and Research Team at CCS (details on the website).

Invoicing

MG OMD invoices customers on day 10 and day 20 of the month for media which has appeared in that period.

Appendix 1: Call-Off Agreement

The Call-Off Agreement template is available to download from our website.

Appendix 2: Client Briefing Template

The client briefing template is available to download from our website.

Further information

If you require any help with this guidance please contact

info@crowncommercial.gov.uk

0345 410 2222

You can also learn more about what we offer online:

www.gov.uk/ccs

@gov_procurement

Crown Commercial Service