SCHEDULE OF RECORDS

	Document No	Brief description and date of record	No of Pages	Decision: Grant/Part Grant/Refuse	Exemptions: Section of Act	Reasons for Exemptions	Public Interest Considerations
5		**Planning, Developing, Targeting**					
6	1	07/09/2016 internal DSP mail re preliminary discussion on campaign	1	**PG**	S37	**personal**	
7	2	14/10/2016 internal DSP mail re preliminary discussion on campaign	1	**G**			
8	3	24/10/2016 internal DSP mail re meeting on various issues	1	**PG**	S29, S30(1)(b) & S37	**personal, deliberative process**	
9	4	25/10/2016 internal DSP mail re meeting on various issues	1	**G**			
10	5	02/12/2016 internal DSP mail with ad concepts	9	**PG**	S29& S30(1)(b)	**deliberative process**	
11	6	06/12/2016 internal DSP mail re fraud emphasis	1	**PG**	S29&S30(1)(b)	**deliberative process**	
12	7	04/01/2017 internal DSP mail refers to ad concept	2	**G**			
13	8	02/03/2017 internal DSP mail re campaign date	1	**G**			
14	9	02/03/2017 internal DSP mail re campaign date	1	**G**			
15	10	06/03/2017 internal DSP mail re campaign date	1	**G**			
16	11	20/03/2017 internal DSP mail re campaign date & issue of media questions	2	**PG**	S37, S29 & S30(1)(b)	**personal, deliberative process**	
17	12	28.03/2017 internal DSP mail re outdoor advertising space	1	**G**	S37	**personal**	
18	13	29/03/2017 internal DSP mail re objectives of campaign&discussion	5	**PG**	S36 & S37	**personal, commercially sensitive**	
19	14	29/03/2017 internal DSP mail re media spokesperson on campaign	4	**PG**	S36 & S37	**personal, commercially sensitive**	
20	15	29/03/2017 internal DSP mail re pre-empting questions from media	6	**PG**	S36 & S37	**personal, commercially sensitive**	
21	16	30/03/2017 internal DSP mail re use of 'fraud' & 'crime'	1	**G**			
22	17	10/04/2017 internal DSP mail re meeting arrangements	1	**G**			
23	18	11/04/2017 internal DSP mail re use of word 'cheats'	2	**G**			
24	19	07/04/2017 Memo to Government	3	**R**	S28	**mandatory exemption**	
25		**AD Content**					

	A	B	C	D	E	F	G
26	1	22/03/2017 media planning & ideas from MEC	24	**PG**	S36, S29 & S30(1)(b)	**deliberative process, commercial sensitivity**	
27	2	24/03/2017 internal mail with media plan from MEC	3	**G**			
28	3	05/04/2017 external mail to DSP from Creed with concepts listed	34	**PG**	S29 & S30(1)(b)	**deliberative process**	
29	4	06/04/2017 mail re meeting creative agency & plans for campaign development	6	**PG**	S37 & S36	**personal, commercially sensitive**	
30	5	07/04/2017 arranging meet with DSP & Creed re creatives	2	**PG**	S37	**personal**	
31	6	07/04/2017 internal DSP mail re creative ideas - list of welfare rights & wrongs	3	**PG**	S37	**personal**	
32	7	07/04/2017 mail from MEC re media plan, sites & costs	3	**PG**	S36	**commercially sensitive**	
33	8	10/04/2017 external mail to DSP from Creed	2	**PG**	S37	**personal**	
34	9	10/04/2017 mail from Creed re meeting DSP	1	**G**			
35	10	10/04/2017 external mail introducing Creed & MEC	3	**PG**	S37	**personal**	
36	11	10/04/2017 external mail delivery dates for ads from MEC	3	**PG**	S37	**personal**	
37	12	10/04/2017 media schedule from Creed	1	**G**			
38	13	10/04/2017 creative ads from Creed for approval	13	**G**			
39	14	10/04/2017 media plan mail	3	**PG**	S36 & S37	**personal, commercially sensitive**	
40	15	10/04/2017 internal DSP mail rewording line on anti-fraud activity	2	**G**			
41	16	10/04/2017 internal DSP mail ads campaign for approval	2	**PG**	S37	**personal**	
42	17	11/04/2017 internal DSP mail with suggested changes to ad wording	1	**G**			
43	18	11/04/2017 internal DSP mail re ad wording	2	**G**			
44	19	11/04/2017 internal/external mail re ad formats & costs incl.ad samples	9	**PG**	S37 & S36	**personal, commercially sensitive**	
45	20	11/04/2017 internal DSP mail re ad wording 'cash in hand' etc	4	**G**			
46	21	11/04/2017 mail to creative from DSP re props for launch	2	**PG**	S37	**personal**	
47	22	11/04/2017 internal mail re phone line arrangements	3	**PG**	S37	**personal**	
48	23	12/04/2017 internal DSP mail re ad wording 'fair' V 'right'	6	**G**			
49	24	12/04/2017 internal DSP mail re ad wording 'fair' V 'right'	5	**PG**	S37	**personal**	
50	25	12/04/2017 external mail from MEC re costs/formats & incl.ad samples	12	**PG**	S36 & S37	**personal, commercially sensitive**	
51	26	12/04/2017 external mail to DSP re ad wording 'cash in hand' etc	11	**G**			
52	27	12/04/2017 mail from Creed to DSP re print & Display	1	**G**			
53	28	12/04/2017 media plan & costs from MEC	2	**PG**	S36	**commercially sensitive**	
54	29	13/04/2017 internal DSP mail re final creative with attachments	23	**PG**	S37	**personal**	
55	30	13/04/2017 mail re status of campaign from Creed to DSP	2	**G**			

	A	B	C	D	E	F	G
56	31	13/04/2017 external mail with MEC media plans costs	3	**PG**	S36 & S37	**personal, commercially sensitive**	
57	32	13/04/2017 internal DSP mail re ad approval	1	**G**			
58	33	13/04/2017 external mail approval requested by Creed for finals	2	**G**			
59	34	13/04/2017 external mail re landing page, banners etc	6	**G**			
60	35	13/04/2017 external mail re banner/landing page from Creed	6	**G**			
61	36	17/04/2017 mail with ads for campaign launch	12	**PG**	S37	**personal**	
62	37	18/04/2017 mail from Creed to DSP re radio ad recording	4	**PG**	S36 &S37	**personal, commercially sensitive**	
63	38	18/04/2017 internal DSP mail re attendance at radio ad recording	3	**PG**	S36	**commercially sensitive**	
64	39	19/04/2017 internal mail re radio ads - no audio files available	1	**G**			
65	40	19/04/2017 internal DSP mail re change to radio ad wording	1	**PG**	S37	**personal**	
66	41	19/04/2017 mail from Creed to DSP re delivery of proofs	1	**PG**	S37	**personal**	
67	42	19/04/2017 screenshot from Creed to DSP	2	**G**			
68	43	19/04/2017 email to Creed re changes to radio ad	3	**PG**	S37	**personal**	
69	44	19/04/2017 email from Creed to DSP re delivery of proofs	2	**G**			
70	45	19/04/2017 email re change to radio ad & recording of same	3	**PG**	S37	**personal**	
71	46	19/04/2017 mail to DSP from Creed re Kinetic & ad site	1	**G**			
72	47	20/04/2017 email from Creed to DSP re radio ads	1	**G**			
73	48	20/04/2017 email from Creed to DSP re radio ad options	1	**G**			
74	49	20/04/2017 email re appoval of radio ads from Creed to DSP	2	**G**			
75	50	20/04/2017 internal DSP mail regarding radio ad approval-no audio files available	3	**G**			
76	51	27/04/2017 mail from Creed to DSP re post-launch meeting	1	**G**			
77	52	28/04/2017 external mail MEC request for DSP landing page	3	**G**			
78		**Tendering**					
79	1	3/11/16 Internal DSP email	1	**G**			
80	2	7/11/16 Internal DSP email	2	**G**			
81	3	02/11/16 Request for Quote for Creative Designs	3	**G**			
82	3a	14/11/16 Quote submission from Bloom	10	**PG**	S36	**commercially sensitive**	
83	3b	15/11/16 Quote submission from Owens DDB	19	**PG**	S36 & S37	**personal, commercially sensitive**	
84	3c	16/11/16 Quote submission from Engage	17	**PG**	S36 & S37	**personal, commercially sensitive**	
85	6	16/11/16 Evaluation of Quotes	1	**PG**	S36	**commercially sensitive**	
86	7	17/11/16 Notification of winning tender	1	**PG**	S37	**personal**	
87	8	18/11/16 email to Bloom re evaluation of tenders received	2	**R**	S36	**commercially sensitive**	

	A	B	C	D	E	F	G
88	9	29/11/16 Engage presentation for Fraud campaign	7	**PG**	S37, S29 & S30(1)(b)	**personal, deliberative process**	
89	10	4/1/17 Internal DSP email	1	**G**			
90	11	21/3/17 Engage ad drafts	3	**PG**	S37, S29 & S30(1)(b)	**personal, deliberative process**	
91	12	24/3/17 Engage ad drafts	4	**PG**	S37 S29 & S30(1)(b)	**personal, deliberative process**	
92	13	30/3/17 Invitation to quote for creative development work	4	**G**			
93	14	31/3/17 Decline to tender from Target McConnells	2	**PG**	S37	**personal**	
94	15	31/3/17 Extension of quote deadline	2	**PG**	S37	**personal**	
95	16	31/03/2017 response to deadline from Creed	2	**PG**	S37	**personal**	
96	17	25/1/17 Email Draft SRFT	42	**PG**	S37 S29 & S30(1)(b)	**personal, deliberative process**	
97	18	27/1/17 Final Version of SRFT	45	**PG**	S37 S29 & S30(1)(b)	**personal**	
98	19	30/1/17 internal DSP email	2	**PG**	S37	**personal**	
99	20	30/1/17 mail from OGP to DSP	1	**PG**	S37	**personal**	
100	21	30/1/17 Email Draft SRFT	41	**PG**	S37 S29 & S30(1)(b)	**personal, deliberative process**	
101	22	30/1/17 Email Draft SRFT	4	**PG**	S37	**personal**	
102	23	31/1/17 Email Draft SRFT	3	**PG**	S37	**personal**	
103	24	31/1/17 Email Draft SRFT	5	**PG**	S37	**personal**	
104	25	31/1/17 Email re evaluation of quote	1	**G**			
105	26	31/1/17 Copy of Published SRFT	1	**PG**	S37	**personal**	
106	27	1/2/17 Email Evaluation Meeting	1	**G**			
107	28	1/2/17 Email Evaluation Meeting	5	**PG**	S37	**personal**	
108	29	1/2/17 Email Evaluation Meeting	5	**PG**	S37	**personal**	
109	30	10/2/17 Email on Evaluation SRFT	2	**PG**	S37	**personal**	
110	31	14/02/2017 Email on Evaluation meeting	2	**PG**	S37	**personal**	
111	32	15/02/2017 additional questions from tenderers	1	**PG**	S36	**commercially sensitive**	
112	33	15/02/2017 internal DSP mail re meeting & tenderer questions	2	**PG**	S36 & S37	**personal, commercially sensitive**	
113	34	15/02/2017 SRFT evaluation meeting	7	**PG**	S37	**personal**	
114	35	17/02/2017 email re evaluation	3	**PG**	S37 & S36	**personal, commercially sensitive**	
115	36	20/02/2017 email OGP to DSP re draft letters to tenderers (no.38&39)	2	**PG**	S37	**personal**	
116	37	20/02/2017 email OGP to DSP re draft letters to tenderers (no.38&39)	2	**PG**	S37	**personal**	

	A	B	C	D	E	F	G
117	38	20/02/2017 letter with marks allocated to PHD	2	**PG**	S36	**commercially sensitive**	
118	39	20/02/2017 letter with marks allocated to successful company groupM	2	**PG**	S36	**commercially sensitive**	
119							

Planning, Developing and Targeting

Sarah OCallaghan

From: Nick Miller <Nick.Miller@welfare.ie>
Sent: 07 September 2016 15:28
To: Sarah OCallaghan
Subject: FW: Anti-fraud media campaign - Some rough ideas
Attachments: Note to Kathleen Stack - Campaign Aug 2016.docx

From: TJ Fleming
Sent: 05 September 2016 17:03
To: Nick Miller
Subject: Anti-fraud media campaign - Some rough ideas

Nick

Some rough ideas to help with consideration – I have no clarity on a budget yet – let me know what you think about this.

T J FLEMING
Principal
Control Policy, Debt Management & Prosecutions

Sarah OCallaghan

From: Nick Miller
Sent: 14 October 2016 13:33
To: Sarah OCallaghan
Subject: Fraud

Hi Sara, would you be free for a quick chat today to the fraud hotline campaign? I'm on the mobile all afternoon if you're free, thanks nick

Sent from my iPhone

This item has been archived by HP Consolidated Archive. View Restore

Sarah OCallaghan

From: Helen Faughnan
Sent: 24 October 2016 10:15
To: Sarah OCallaghan
Cc: Niamh Fitzgerald
Subject: RE: Good Morning!

Morning Ladies, suggest we meet at 10am tomorrow. Is that ok?
Regards
Helen

From: Sarah OCallaghan
Sent: 24 October 2016 10:04
To: Helen Faughnan
Cc: Niamh Fitzgerald
Subject: Good Morning!

Good Morning Helen,

Welcome back and I hope you enjoyed a fantastic break

Doubtless you are buried deep in emails today, however I wanted to ask for a meeting, if possible today or tomorrow, as I am keen to meet before I make my presentation to the Divisional Managers on Wednesday. I'll bring Niamh Fitzgerald with me also as we have lots of broad areas to cover across the comms side and a large amount of work ongoing.

As a proposed agenda on my side I suggest the following, which are the active current work items on my side. Some are for update/mention and some for discussion and advice.

[redacted]

4) Campaign on Social Welfare Fraud
5)

This item has been archived by HP Consolidated Archive. View Restore

4

Sarah OCallaghan

From: Helen Faughnan
Sent: 25 October 2016 17:21
To: Sarah OCallaghan
Subject: RE: campaigns

Sarah, noted!
Helen

From: Sarah OCallaghan
Sent: 25 October 2016 13:54
To: Helen Faughnan
Subject: FW: campaigns

For info,
Bests
Sarah

From: Nick Miller
Sent: 25 October 2016 11:02
To: Sarah OCallaghan
Subject: campaigns

Hi Sarah,
While work is underway on the fraud hotline campaign, there are several other areas which might also be worth pursuing.
We're particularly interested in the following:

Spring: measures for the self-employed
Spring/summer: restoration of some treatment benefits
July: back to school clothing & footwear allowance

Let me know if you have any thoughts on these.

Cheers,
Nick

This item has been archived by HP Consolidated Archive. View Restore

5

Sarah OCallaghan

From: Yvonne Costello <yvonne.costello@welfare.ie>
Sent: 02 December 2016 15:42
To: Nick Miller
Cc: Sarah OCallaghan
Subject: Anti-fraud Media Campaign
Attachments: Mediavest_Social_Fraud (2).pdf

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Hi Nick

Sarah asked me to forward this onto you. Apologies for the delay.

Regards,
Yvonne

Yvonne Costello
Communications Unit
Department of Social Protection
Aras Mhic Dhiarmada
Store Street
Dublin 1

w: www.welfare.ie

An Roinn Coimirce Sóisialaí
Department of Social Protection

Sarah OCallaghan

From: Nick Miller
Sent: 06 December 2016 10:34
To: Sarah OCallaghan
Subject: RE: Fraud Campaign

Sarah,
Leo's thoughts on this are that he likes the one. However he feels we need to emphasise more than this is not just money from your pocket: that someone else will lose out directly. We want to reduce fraud so we can preserve resources for those who need them most. Could that be worked in somehow?
Thanks,
Nick

From: Sarah OCallaghan
Sent: 06 December 2016 10:06
To: Nick Miller
Subject: Fraud Campaign

Nick.
Hope you're well – btw

Sorry to chase on this but keen to get it actioned and paid before year end?
Are we ok to go with the first campaign?

Bests
Sarah

Sarah O'Callaghan

Head of Communications
Department of Social Protection
Store Street,
Dublin 1.
M:087 7033047
T: 01 7043530
LinkedIn: https://www.linkedin.com/in/socallaghan

This item has been archived by IIP Consolidated Archive. View Restore

Sarah OCallaghan

From: Kathleen Stack
Sent: 04 January 2017 14:14
To: Sarah OCallaghan
Cc: TJ Fleming; Helen Faughnan
Subject: RE: DSP's anti-fraud campaign

Sarah

Yeah – April is fine!

What version will we be running with?

K.

From: Sarah OCallaghan
Sent: 04 January 2017 13:54
To: Kathleen Stack
Cc: TJ Fleming; Helen Faughnan
Subject: RE: DSP's anti-fraud campaign

HI Kathleen,
Happy new year to you too!
The Anti-Fraud campaign is currently scheduled to run in April 2017, with actual dates to be confirmed a little closer to the time.
We met with the Minister re scheduling this and other campaigns in the new year and he was happy with this scheduling, trust you're happy with same?

Bests
Sarah

From: Kathleen Stack
Sent: 04 January 2017 12:19
To: Sarah OCallaghan
Cc: TJ Fleming; Helen Faughnan
Subject: FW: DSP's anti-fraud campaign

Sarah

Happy New Year – hope you had a lovely Christmas.

Just wondering where we are with the fraud campaign and what the latest timelines are in terms of when it might run?

Mgt Board is meeting the Minister next week so may come up in that context.

Regards

Ka

This item has been archived by HP Consolidated Archive. View Restore

Sarah OCallaghan

From: Kathleen Stack
Sent: 02 March 2017 16:58
To: Sarah OCallaghan
Cc: Helen Faughnan; TJ Fleming
Subject: RE: Fraud Awareness Campaign

Grand Sarah - thanks.

-----Original Message-----
From: Sarah OCallaghan
Sent: 02 March 2017 16:53
To: Kathleen Stack
Cc: Helen Faughnan; TJ Fleming
Subject: RE: Fraud Awareness Campaign

Yes indeed Kathleen,
Still looking at late April tbc (will likely have Treatment benefits early April so want to leave a little gap!)

Will of course keep you posted on TB date is set as we can then plan definitively.

Bests
Sarah

-----Original Message-----
From: Kathleen Stack
Sent: 02 March 2017 12:54
To: Sarah OCallaghan
Cc: Helen Faughnan; TJ Fleming
Subject: Fraud Awareness Campaign

Sarah

Just checking where the fraud awareness campaign is at - are we still looking at a week in April?

Regards

Kathleen

Sarah OCallaghan

From: Kathleen Stack
Sent: 02 March 2017 17:07
To: Sarah OCallaghan
Cc: Helen Faughnan; TJ Fleming
Subject: RE: Fraud Awareness Campaign

Thanks Sarah.

-----Original Message-----
From: Sarah OCallaghan
Sent: 02 March 2017 16:53
To: Kathleen Stack
Cc: Helen Faughnan; TJ Fleming
Subject: RE: Fraud Awareness Campaign

Yes indeed Kathleen,
Still looking at late April tbc (will likely have Treatment benefits early April so want to leave a little gap!)

Will of course keep you posted on TB date is set as we can then plan definitively.

Bests
Sarah

-----Original Message-----
From: Kathleen Stack
Sent: 02 March 2017 12:54
To: Sarah OCallaghan
Cc: Helen Faughnan; TJ Fleming
Subject: Fraud Awareness Campaign

Sarah

Just checking where the fraud awareness campaign is at - are we still looking at a week in April?

Regards

Kathleen

Sarah OCallaghan

From: Nick Miller
Sent: 06 March 2017 16:19
To: Sarah OCallaghan
Subject: RE: campaigns

Thanks, how about bringing the fraud one back to mid April?

From: Sarah OCallaghan
Sent: 06 March 2017 16:00
To: Nick Miller
Subject: FW: campaigns

Nick- FYI,
Sarah

From: Roy Baldrick
Sent: 06 March 2017 14:42
To: Sarah OCallaghan
Cc: Helen Faughnan; Tony Kieran -Letterkenny
Subject: RE: campaigns

Nothing yet Sarah, we still have unresolved issued which will hopefully be clarified this week, we are meeting Minster tomorrow and IDA again on Thursday.

From: Sarah OCallaghan
Sent: 06 March 2017 14:40
To: Roy Baldrick
Cc: Helen Faughnan; Tony Kieran -Letterkenny
Subject: FW: campaigns

Hi Roy,
I met Tony at WSS group last Thursday and he mentioned that as of Friday a confirmed date for Self Employed treatment benefits would be available. (I see Tony is on A/L today).

Can you please let me know if a date has been agreed so we can get campaign plans going?

Best,
Sarah

From: Nick Miller
Sent: 06 March 2017 12:39
To: Sarah OCallaghan
Subject: campaigns

Sarah, when is the treatment campaign ready to go? Is it when we get clearance from cabinet?

Also, could we perhaps bring the fraud one back to mid April?

Sarah OCallaghan

From: Kathleen Stack
Sent: 20 March 2017 21:48
To: Sarah OCallaghan
Subject: RE: Social Welfare Fraud Campaign

Sarah

On the mend thank god - lots of sleep last week - only way to banish the flu!

I'm in Carrick tomorrow as it happens & Wed - I'll talk to TJ & the lads re tough questions.

Talk over next day or two.

K.

Sent from my Windows Phone

From: Sarah OCallaghan
Sent: 20/03/2017 21:38
To: Kathleen Stack
Subject: Re: Social Welfare Fraud Campaign

Hi Kathleen.
Absolutely, the ad campaign will doubtless bring a focus on the levels of fraud and our track record in fraud detection so any useful lines for media "tough questions" would be great.

In Sligo tomorrow and in meetings for most of the day but should be in the car after 4 if that suits?

I know you are out sick for a few days, btw, hope you've recovered!

Best
Sarah

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: Kathleen Stack <Kathleen.Stack@welfare.ie>
Date: 20/03/2017 18:01 (GMT+00:00)
To: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>, TJ Fleming <TJ.Fleming@welfare.ie>
Cc: Helen Faughnan <helen.faughnan@welfare.ie>, Yvonne Costello <yvonne.costello@welfare.ie>
Subject: RE: Social Welfare Fraud Campaign

Sarah

Thanks for update. I'll give you a call tomorrow about it.

Is there anything in particular you need from the control side at this stage?

Regards

Kathleen

From: Sarah OCallaghan
Sent: 14 March 2017 13:39
To: TJ Fleming; Kathleen Stack
Cc: Helen Faughnan; Yvonne Costello
Subject: Social Welfare Fraud Campaign

Hi TJ and Kathleen,
Just an update on the campaign – the Minister has requested we bring back the timing slightly so we are looking at the w/c 17th April- right after Easter.

We are currently working on updating the text somewhat, having heard feedback from our media buyer that messaging was too close to the insurance fraud campaign and might be confused with it. The ' design concept will remain- just to push the "social welfare fraud" message more so. We will share these once we have updates (next week most likely).

We are also looking at some additional – outdoor space- advertising that would help amplify the campaign and will keep you posted on final ad placement plan.
We are also looking at developing some brand elements for the welfare.ie website so if people come to report a fraud there- there is "brand recognition" from the campaign.

So all in hand,

Bests
Sarah

Sarah O'Callaghan

An Roinn Coimirce Sóisíalaí
Department of Social Protection

Head of Communications & Customer Service
Department of Social Protection
Store Street,
Dublin 1,
D01 WY03.

ie.com/in/SarahHaghan

Sarah OCallaghan

From: Kathleen Stack
Sent: 28 March 2017 14:00
To: Sarah OCallaghan
Cc: Seamus O'Farrell
Subject: RE: Fraud Advertising

Trying to get hold of Anne V to discuss – back to you ASAP – in next hour at the latest.

From: Sarah OCallaghan
Sent: 28 March 2017 13:57
To: Kathleen Stack
Cc: Seamus O'Farrell
Subject: Fraud Advertising

Hi Kathleen,
Sorry to keep following up!

However, our AD agency was in touch saying we need to conform outdoor ad space or release our option on it.
Can you let me know the latest?

Again, many thanks for your help!
Best,
Sarah

Sarah O'Callaghan

An Roinn Coimirce Sóisialaí
Department of Social Protection

Head of Communications & Customer Service
Department of Social Protection
Store Street,
Dublin 1,
D01 WY03.

Sarah OCallaghan

From: Kathleen Stack
Sent: 29 March 2017 09:09
To: Sarah OCallaghan; Anne Vaughan
Cc: Helen Faughnan; Seamus O'Farrell
Subject: RE: Outdoor Reach

Yup – that's fine. See you then.

K.

From: Sarah OCallaghan
Sent: 29 March 2017 08:06
To: Anne Vaughan
Cc: Helen Faughnan; Kathleen Stack; Seamus O'Farrell
Subject: Re: Outdoor Reach

2pm is perfect for me, does that work on yiur side Kathleen?

Many thanks
Sarah

Sent from my Samsung Galaxy smartphone.

------- Original message --------
From: Anne Vaughan <anne.vaughan@welfare.ie>
Date: 28/03/2017 21:13 (GMT+00:00)
To: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>
Cc: Helen Faughnan <helen.faughnan@welfare.ie>, Kathleen Stack <Kathleen.Stack@welfare.ie>, Seamus O'Farrell <seamus.ofarrell@welfare.ie>
Subject: Re: Outdoor Reach

Sarah

I'm free up to 2.30pm ...meeting then. So name your time ....maybe 2pm if that suits Kathleen & u.

Thanks

\

On 28 Mar 2017, at 19:16, Sarah OCallaghan <[redacted]> wrote:

> Absolutely Anne and let's have a chat tomorrow in person if we can?
>
> Very interested to get previous experience also.
>
> I'm attending a cust service seminar tomorrow but can pop out ideally around/after lunch if that might work diary wise? If not, please just let me know the best time.

I want to ensure you're comfortable with the planned spend before we say a formal yes.

Best,

Sarah

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: Anne Vaughan <anne.vaughan@welfare.ie>
Date: 28/03/2017 19:36 (GMT+00:00)
To: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>
Cc: Helen Faughnan <helen.faughnan@welfare.ie>, Kathleen Stack <Kathleen.Stack@welfare.ie>, Seamus O'Farrell <seamus.ofarrell@welfare.ie>
Subject: Re: Outdoor Reach

Thanks SARAH

Will u talk to me & Kathleen tomorrow. We will proceed but before we do I need to be clear.

I get the awareness objectives etc. However I want to talk to u re other PIs & also the S/ persons. Who do u have in mind?

My own view is that we get the Minister on the case & perhaps do a main chat show ...u might recommend.

We went into this area before at official level & it wasn't our best event!

Talk to me/K tomorrow.

Thanks

A

On 28 Mar 2017, at 19:19, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:

> Hi Anne,
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> 2) Change the culture around how social welfare fraud is perceived (not a victimless crime [illegible])

3) Demonstrate that the Department takes fraud very seriously (it is criminal. We will investigate and prosecute. Thereby we can deter fraud/help reduce fraud).

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Hope this helps somewhat and very pleased to get the go ahead for same,

Bests
Sarah

From: Kevin Gordon [mailto:k.gordon@mecglobal.com]
Sent: 28 March 2017 18:49
To: Sarah OCallaghan
Subject: Outdoor Reach

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Cork 40.3% reach/frequency 4.2

Limerick 27.1%/frequency 5

National 38.1%/6.1

Days: /
Panels: 169
Size: Enter Size
Media Owner: Universe
Month: May
Target Market: All Adults 18+
H+: 1

Model: Combined Total Cover: 96 x 1, Lightbox x 4, 48 Sheets x 45, Metropoles x 10, T-Sides x 40 Bus

	Panels	Target Mkt. Pop	VAC Cover %	Pop. Cover	VA Contacts	VA Av Freq	GRP
Dublin Plus	121	1,373,199	67.5	927,168	6,342,715	6.8	462
Cork	17	390,584	40.8	159,225	673,559	4.2	172
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Dublin Met	114	985,811	78.6	775,091	6,043,910	7.8	613
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Dublin Plus: Retail Cover Below Model Limit
Dublin Met: Retail Cover Below Model Limit

Date: Qtr 4 2016 ROI | Database Version: 51.0

Thanks,

Kevin

Kevin Gordon
MEC
Communications Director

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For more information on our business ethical standards and Corporate Responsibility
policies please refer to WPP's website at http://www.wpp.com/WPP/About/

Sarah OCallaghan

From: Helen Faughnan
Sent: 29 March 2017 10:13
To: Sarah OCallaghan
Subject: FW: Outdoor Reach

Sarah, Minister should lead on this. At official level, Phil Cox is head of our Special investigation Unit and has been on the media before and is good. Not sure what previous event Anne is referencing. Phil works for Kathleen so she will have a view.

Good luck!
Helen

From: Anne Vaughan
Sent: 28 March 2017 19:37
To: Sarah OCallaghan
Cc: Helen Faughnan; Kathleen Stack; Seamus O'Farrell
Subject: Re: Outdoor Reach

Thanks SARAH

Will u talk to me & Kathleen tomorrow. We will proceed but before we do I need to be clear .

I get the awareness objectives etc. However I want to talk to u re other PIs & also the S/ persons. Who do u have in mind?

My own view is that we get the Minister on the case & perhaps do a main chat show ...u might recommend.

We went into this area before at official level & it wasn't our best event!

Talk to me/K tomorrow.

Thanks

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> In essence we expect this campaign to achieve three aligned objectives:
> 1) [redacted]
> 2) [redacted]
> 3) [redacted]

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Department of Social Protection - JNOR Cy9 (May) (Includes Lightboxes & 96 Sheet)

Days:	7
Panels:	[illegible]
[illegible]	[illegible]
Media	
[illegible]	[illegible]

Month: May
Target Market: All Adults 18+
N+: 1

Model: Combined Total Cover: 96 x 1, Lightbox x 4, 48 Sheets x 45, Metropoles x 10, T-Sides x 10 Bus Shelters

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Date: Qtr 4 2016 ROI | Database Version: 51.0

Thanks,

Kevin

Kevin Gordon
MEC
Communications Director

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Sarah OCallaghan

From: Kathleen Stack
Sent: 29 March 2017 17:16
To: Catherine Connellan; TJ Fleming
Cc: Sarah OCallaghan
Subject: RE: Outdoor Reach

Perfect – thanks Catherine.

Tis like a prep session for the PAC!!

From: Catherine Connellan
Sent: 29 March 2017 17:15
To: Kathleen Stack; TJ Fleming
Cc: Sarah OCallaghan
Subject: RE: Outdoor Reach

Kathleen,

No problem, we will start to assemble responses to these potential questions.

I'll also have a look through old Press queries/FOI's and PQ's (especially the orals) to see if there are any other angles we need to cover.

Regards,
Catherine

From: Kathleen Stack
Sent: 29 March 2017 16:50
To: TJ Fleming; Catherine Connellan
Cc: Sarah OCallaghan
Subject: RE: Outdoor Reach

TJ/Catherine

Few others that I should have included:

- What is the Department doing to tackle high-end fraud? How successful is it in that regard?
- Role of the Gardai in the SIU– what are they doing/what kind of cases are they working/how long will the Department have them?

C.

From: Kathleen Stack
Sent: 29 March 2017 16:46
To: TJ Fleming; Catherine Connellan

Cc: Sarah OCallaghan
Subject: FW: Outdoor Reach

FI/Catherine

Anne V and I met with Sarah today and campaign is proceeding as planned – to kick off on 24th April for two weeks.

In preparation for the official launch by the Minister (likely to be the previous week - date to be confirmed), Sarah has asked us to pull together a series of FAQs on issues that are likely to be raised by journalists on the day.

The following are some of the issues that occur to me as being likely to get asked:

- Why are we doing the campaign?
- How much is it going to cost?
- What do we think it will achieve?
- How many anon reports have we received in the past 1/2/5 years?
- What were the main schemes/areas that were reported on?
- How many of them gave us a "result" in terms of a prosecution? Or at least resulted in a reduction in entitlement or someone getting cut off benefit?
- How will we judge the success of the current campaign vis-a-vis the €172K we're spending on it?
- When will we know what it has achieved?

- How many people did we prosecute last year? Why don't we prosecute more people? What kind of cases do we prosecute?

- How much fraud is there in the Irish social welfare system? What is the official annual rate?

- Why don't we publish an annual fraud figure like they do in the UK or NI?

- Do we honestly believe that the majority of people getting social welfare payments are honest? How do we know/basis for saying that?

- Are some schemes considered riskier than others – if so what are they and what are we doing about those risks?

- Are some areas of the country more prone to fraud than others? If so where?

- What is our overall policy to tackle fraud and how effective is it? How do we measure "success"?

- How much money did we overpay last year? How much did we recover? Why aren't we recovering more? Can people ignore us if they don't want to repay? What powers do we have to get people to co-operate with us?

- Are we doing anything innovative to tackle fraud or is it the same old stuff each year with limited success?

- What do we say to those who think we're "soft" on fraud and there is no deterrent really – cheap loans for people with little prospect that they'll be prosecuted?

- Does the Department have sufficient powers to tackle fraud? What would make things better/what's missing at present?

- Do we get co-operation from other state agencies – could we get more?

[illegible] issues too!

Sarah will confirm for us when the details of the launch are tied down a bit more.

Thanks

K.

From: Sarah OCallaghan
Sent: 28 March 2017 19:46
To: Anne Vaughan
Cc: Helen Faughnan; Kathleen Stack; Seamus O'Farrell
Subject: Re: Outdoor Reach

Absolutely Anne and let's have a chat tomorrow in person if we can?

Very interested to get previous experience also.

I'm attending a cust service seminar tomorrow but can pop out ideally around/after lunch if that might work diary wise? If not, please just let me know the best time.

I want to ensure you're comfortable with the planned spend before we say a formal yes.

Best,

Sarah

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: Anne Vaughan <anne.vaughan@welfare.ie>
Date: 28/03/2017 19:36 (GMT+00:00)
To: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>
Cc: Helen Faughnan <helen.faughnan@welfare.ie>, Kathleen Stack <Kathleen.Stack@welfare.ie>, Seamus O'Farrell <seamus.ofarrell@welfare.ie>
Subject: Re: Outdoor Reach

Thanks SARAH

Will u talk to me & Kathleen tomorrow. We will proceed but before we do I need to be clear .

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Dublin Met: Retail Cover Below Model Limit

Date: Qtr 4 2016 ROI | Database Version: 51.0

Thanks,

Kevin

Kevin Gordon
MD
Communications Director

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Sarah OCallaghan

From: Helen Faughnan
Sent: 30 March 2017 12:35
To: Kathleen Stack; Sarah OCallaghan
Subject: Fraud campaign

Kathleen, concern being expressed about running with 'fraud' and 'crime' during the current Garda scandals. Can you give me a call when you get a chance.

Regards
Helen

Sarah OCallaghan

Subject:	Fraud Campaign Meeting
Location:	Conference Room , AMD , Floor 1
Start:	Mon 10/04/2017 11:00
End:	Mon 10/04/2017 12:00
Show Time As:	Tentative
Recurrence:	(none)
Meeting Status:	Not yet responded
Organizer:	Yvonne Costello
Required Attendees:	Sarah OCallaghan; Seamus O'Farrell; Nick Miller; Helen Faughnan; TJ Fleming; mark@cassinmarketing.com
Optional Attendees:	Tim Britnell; Claire Walsh - Sligo; Catherine Connellan

Hi All

Being mindful of space, I have moved the meeting location to the Conference Room on Floor 1, AMD.

Best regards,
Yvonne

Sarah OCallaghan

From: Helen Faughnan
Sent: 11 April 2017 16:45
To: Anne Vaughan; Sarah OCallaghan; Niamh O'Donoghue; Kathleen Stack
Subject: RE: Welfare fraud - Outdoor 48 sheet, Bus Shelter and Radio x 3

Ah Deputy....but it was your concern that got us re-examining the word 'cheats'....we need to expand the dictionary!

H

From: Anne Vaughan
Sent: 11 April 2017 15:35
To: Sarah OCallaghan; Niamh O'Donoghue; Kathleen Stack
Cc: Helen Faughnan
Subject: RE: Welfare fraud - Outdoor 48 sheet, Bus Shelter and Radio x 3

Dear Sarah

As all the best people are happy .....rock on so..... I'm only the Dep !!!!!

A

From: Sarah OCallaghan
Sent: 11 April 2017 15:02
To: Niamh O'Donoghue; Anne Vaughan; Kathleen Stack
Cc: Helen Faughnan
Subject: Welfare fraud - Outdoor 48 sheet, Bus Shelter and Radio x 3

Dear Niamh, Anne and Kathleen,
I know there was concern re the use of the word "cheats" in our adverting campaign strapline. I want to ensure we are comfortable progressing
We did ask the creative team to consider an alternative, and they could work with "Welfare Fraud Costs us all" as opposed to our current line "Welfare Cheats Cheat us all".
This is what our agency came back with re the messaging for same- hope this guidance helps.
Best,
Sarah

From: Tim Britnell [mailto:tim@thecreed.ie]
Sent: 11 April 2017 14:37
To: Sarah OCallaghan
Cc: mark@thecreed.ie,
Subject: Re: FW: Welfare fraud - Outdoor 48 sheet, Bus Shelter and Radio x 3

Hi Sarah,

Welfare Fraud

Costs us all

T

Welfare Cheats

Cheat us all

Fraud means "to wrongful or criminal deception intended to result in financial or personal gain". It's mainly associated with businesses, corporates, businessmen and rich people who have committed fraud on a grand scale. It does work as headline but it's not as powerful and using 'cheat'

Cheat, means " to act dishonestly or unfairly in order to gain an advantage". It's far more colloquial and it's how people really speak to each other. People don't say 'Marie committed Welfare fraud', they say 'she cheated the Welfare'. Cheating is also a far more emotional and hence more powerful word to be used in advertising. No one likes a cheat but some may think fraud is almost acceptable. If we really want to strike a chord with people, using 'cheat' will have greater impact and hence be more effective.

Hope this helps. Speak soon,

Tim

Tendering

Sarah OCallaghan

From: Kathleen Stack
Sent: 03 November 2016 16:46
To: Niamh Fitzgerald
Cc: Sarah OCallaghan
Subject: RE: Not urgent - Fraud Control Programme Board

That's perfect!

K.

-----Original Message-----
From: Niamh Fitzgerald
Sent: 03 November 2016 16:45
To: Kathleen Stack
Cc: Sarah OCallaghan
Subject: RE: Not urgent - Fraud Control Programme Board

Many thanks Kathleen. Will do. It won't be for a while though.

Regards.

Niamh

Niamh Fitzgerald
Communications Unit
Department of Social Protection

-----Original Message-----
From: Kathleen Stack
Sent: 03 November 2016 16:45
To: Niamh Fitzgerald
Cc: Sarah OCallaghan
Subject: RE: Not urgent - Fraud Control Programme Board

Niamh

Send the proposals to myself and TJ and we'll have a look at them.

There's no formal fraud control programme board as such.

Thanks

K.

-----Original Message-----
From: Niamh Fitzgerald
Sent: 03 November 2016 16:31

2

Sarah OCallaghan

From: Jacinta Crawford
Sent: 07 November 2016 12:29
To: Brian Murphy - Ministers Office; Nick Miller; Sarah OCallaghan; Helen Faughnan
Cc: Margaret Haverty
Subject: Communications Strategy and Campaigns

Folks

Following the recent Management Board meeting, Minister Varadkar has requested a meeting to be set up to discuss Communications Strategy and Campaigns – the proposed attendees are Minister Varadkar, Nick Miller, Brian Murphy, Sarah O'Callaghan and Helen Faughnan.

Thursday, 1st December at 4pm for 1 hour has been held in the Minister's diary for this meeting.

If you have any documentation/briefing for the Minister in advance of the meeting I would appreciate if you would send it to Margaret Haverty.

Kind regards

Jacinta

This item has been archived by HP Consolidated Archive. View Restore

To: Kathleen Stack
Cc: Sarah OCallaghan
Subject: Not urgent - Fraud Control Programme Board

Kathleen,

Just wanted to check with you if there's a Fraud Control programme board in the same way that there's a Custo

This item has been archived by HP Consolidated Archive. View Restore

3

Sarah OCallaghan

From: Niamh Fitzgerald
Sent: 02 November 2016 15:43
Subject: Quote for development of creative designs for four individual media campaigns for the Department of Social Protection
Attachments: Four campaigns, creative design, request for quote.doc

Quote for development of creative designs for four individual media campaigns for the Department of Social Protection

Dear New Business Manager,

The Department of Social Protection is seeking to develop four public information campaigns for 2017, as outlined in the specification, attached and below.

We are seeking to complete the design and production of two full campaigns by the end of 2016. This is to include all artwork, print advertising layouts, digital ads, social media ads, and radio ad production (where required). The further two campaigns can be developed in early 2017.

We would appreciate if you could provide a quote in relation to this project.

All proposals should be received by **1pm on Tuesday 15th November 2016.**

Please return details to Niamh.fitzgerald@welfare.ie and Yvonne.costello@welfare.ie.

If you have any queries, please contact us by email at the addresses above.

Yours sincerely,

Niamh Fitzgerald
Communications Unit
Department of Social Protection

Project Outline

The Department of Social Protection wishes to invite quotes, in order to engage a creative/design company to develop creative concepts and produce advertising for four individual media campaigns. Each campaign is standalone, with an individual message and target audience, however the artwork and campaign tone should support a distinctive "brand voice" for the Department. The four public information campaigns are:

1. A Social Welfare Anti-Fraud Campaign
2. A Back to School Clothing and Footwear Allowance Awareness Campaign
3. A Self-Employed PRSI Benefits Campaign
4. A Restoration of Treatment Benefits Campaign

Please provide an individual quote, including VAT, for the four campaigns and including the following:

1. The development of two distinctive creative concepts for each of the four campaigns. This is to include:
   - development of sample print advertisement for use in traditional print media
   - design of a social media banner ad (static or animated)
   - design of a digital/online advert

   for both proposed concepts.
2. Indicative cost of the development of a script for and production of a 30 second radio ad for as part of a campaign, based on the selected concept.
3. Indicative cost of the development of a script for and production of a 40 second radio ad for as part of a campaign, based on the selected concept.
4. Indicative cost of the development of a digital/online ad using 8-10 static messages.
5. In the event of additional items/creative work being required please provide a quote for a blended hourly creative development rate for additional concept work up, scripting, and general design or development work.

The successful company will be required to:

1. Supply all finalised design, artwork and advertisements in any and all required formats/sizes as determined by the Department's requirements when the media buying process is complete in 2017.
2. Print advertising and overall design concepts will be required in editable high resolution files.
3. The Department of Social Protection will have full ownership of all creative content developed for these campaigns.

Timeline

15/11/16	Quotations due back to the Department by 1pm
21/11/16	Award of project
01/12/16	Development of first 2 x concepts for two campaigns
15/12/16	Design and production of first two full campaigns complete
16/01/17	Development of second 2 x concepts for two campaigns
10/02/17	Design and production of second two full campaigns complete

Specific Requirements:

In preparing the quotation the supplier should incorporate the following:

1. An undertaking to deliver the project in line with the above timeline.
2. Details and qualifications of the individual/team who will be working on the project and contact information.

3. Knowledge of the Government sector. Please provide details of two creative campaigns previously worked on for Government Department or Agencies.

4. Detailed breakdown of costs for each of the items required as detailed above. Please state the VAT rate which will be applied.

5. A current Tax Clearance Certificate. A current Tax Clearance Certificate will be required from all Third Parties who may also be engaged. The Contractor undertakes not to incur any costs chargeable to the Department of Social Protection without prior written agreement.

This project will be awarded on the basis of:

- The qualifications, expertise and demonstrated ability of the company to deliver creative designs suitable to meet the needs of the Department.
- The value for money represented by the quotations submitted.

Please Note

The Department of Social Protection reserves the right to award this project in full to a single supplier or to divide projects between two suppliers.

A request for a quotation by the does not represent a future commitment to proceed with any or all of the projects listed herein.

3A

From: David Quinn <david@bloom.ie>
Sent: 14 November 2016 17:59
To: Niamh Fitzgerald
Subject: re quote for the development of creative designs for four individual media campaigns for the Department of Social Protection
Attachments: Department of Social Protection Letter.doc; ATT00001.htm; Department_of_SocialProtection.pdf; ATT00002.htm; DSP Quote 1.xlsx; ATT00003.htm; eTaxClearanceConfirmation and ACCESS No.pdf; ATT00004.htm

Hi Niamh
Further to your email for a quote for the development of creative designs for four individual media campaigns attached please find the information and quote as requested.

9 pages redacted under S36

If you have any further questions or queries please do not hesitate to get in touch.

I look forward to hearing from and to working with you.

Sarah OCallaghan

3B

From: Reception <reception@owensddb.com>
Sent: 15 November 2016 09:45
To: Yvonne Costello
Cc: Niamh Fitzgerald
Subject: Quote for development of creative designs for four individual media campaigns for the Department of Social Protection
Attachments: DSP_QUOTE.docx

Dear Yvonne and Niamh,

I hope that you're both keeping well.

I've attached Owens DDB quote for development of creative designs for four individual media campaigns for the Department of Social Protection. If you have any questions, please don't hesitate to ask.

We look forward to hearing from you.

Kind Regards,
Laura

18 pages redacted under Section 36

Sarah OCallaghan

3C

From: Dave Griffin <dave.griffin@engagecommunications.ie>
Sent: 15 November 2016 08:48
To: Niamh Fitzgerald; Yvonne Costello
Cc: mick.hosey@engagecommunications.ie
Subject: Quote for development of creative designs
Attachments: Tender Response - Engage Communications.doc

Dear Niamh & Yvonne,
Please find attached our quote for development of creative designs for four individual media campaigns for the Department of Social Protection. If you have any questions please contact Mick Hosey or myself.

Regards
Dave

Dave Griffin | Managing Director

COMMUNICATIONS

Part of the Core Media Group.
Company Registration: 305127.
Great Place to Work 2016. Best Medium Workplace in Ireland

16 pages redacted under Section 36

Under Evaluation 16/11/2016

Tender Design	Bloom	OwensDDb	Engage
Indicative Campaign Cost For a Full Campaign (2x concepts) ex Vat			
The qualifications, expertise and demonstrated ability of the company to deliver creative designs suitable to meet the needs of the Department (60%)			
The value for money represented by the quotations submitted (40%)			
Scorings			

Scoring by Sarah O'Callaghan, Niamh Fitzgearld Comunications Unit on 16th November 2016

7

Company name: Engage Communications
Date: 17IH November 2016

RE: Request for quote for the development of creative designs for four individual media campaigns for the Department of Social Protection

Dear Dave,

Thank you for your proposal for the development of creative designs for four individual media campaigns for the Department of Social Protection. We would like to work with you on this project and we will be in touch with you in due course to agree the final specification and terms.

Yours sincerely,

Niamh Fitzgerald
Communications Unit
Department of Social Protection
Store Street,

An Roinn Coimirce Sóisialaí
Department of Social Protection

Sarah OCallaghan

From: Niamh Fitzgerald
Sent: 18 November 2016 10.00
To: 'David Quinn'
Subject: RE: Request for quote for the development of creative designs for four individual media campaigns for the Department of Social Protection

Dear David,

Thank you for your email. The quotes that we received for this project were assessed on two criteria as follows:

- The qualifications, expertise and demonstrated ability of the company to deliver creative designs suitable to meet the needs of the Department.
- The value for money represented by the quotations submitted.

The quote from Bloom Advertising did not score the highest on either criteria so we will not be in a position to work with you on this occasion.

Thank you again for the time and effort you took to submit your proposal.

Yours sincerely,

Niamh Fitzgerald
Communications Unit
Department of Social Protection
Store Street,
Dublin 1.

An Roinn Coimirce Sóisialaí
Department of Social Protection

From: David Quinn [mailto:david@bloom.ie]
Sent: 18 November 2016 06:48
To: Niamh Fitzgerald
Subject: Re: Request for quote for the development of creative designs for four individual media campaigns for the Department of Social Protection

Hi Niamh
That's disappointing news.
Can you tell us why we were unsuccessful?

Sent from my iPhone

On 17 Nov 2016, at 17:32, Niamh Fitzgerald <niamh.fitzgerald@welfare.ie> wrote:

Company name:	Bloom Advertising
Address:	The Black Church, St. Mary's Place, Dublin 7
Date:	17th November, 2016

RE: Request for quote for the development of creative designs for four individual media campaigns for the Department of Social Protection

Dear David,

Thank you for your response to the Department's request as above. I regret to inform you that your proposal has not been successful on this occasion.

Your company will be welcome to participate in any future requests for quotes/tenders, which the Department may issue.

Thank you again for taking the time to submit your proposal.

Yours sincerely,

Niamh Fitzgerald
Communications Unit
Department of Social Protection
Store Street,
Dublin 1.

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Tá an ríomhphost seo agus aon chomhaid a ghabhann leis faoi rún agus níl sé le haghaidh éinne ach an té nó an t-eintiteas ar seoladh chuige é. Má bhfuair tú an ríomhphost seo trí earráid cuir é sin i bhfios do bhainisteoir an chórais.

An Roinn Coimirce Sóisialaí - Vireas-scanta
****

Sarah OCallaghan

From: Kathleen Stack
Sent: 04 January 2017 12:19
To: Sarah OCallaghan
Cc: TJ Fleming; Helen Faughnan
Subject: FW: DSP's anti-fraud campaign

Sarah

Happy New Year – hope you had a lovely Christmas.

Just wondering where we are with the fraud campaign and what the latest timelines are in terms of when it might run?

Mgt Board is meeting the Minister next week so may come up in that context.

Regards

Kathleen

From: Niamh Fitzgerald
Sent: 29 November 2016 12:07
To: Kathleen Stack; TJ Fleming
Cc: Sarah OCallaghan
Subject: DSP's anti-fraud campaign

Kathleen and TJ,

Sarah asked me to send the attached presentation to you – it contains two proposed concepts for next year's anti-fraud campaign.

Regards,

Niamh

Niamh Fitzgerald
Communications Unit
Department of Social Protection
Store Street,
Dublin 1.

This item has been archived by HP Consolidated Archive.

Sarah OCallaghan

From: Kathleen Stack
Sent: 04 January 2017 14:14
To: Sarah OCallaghan
Cc: TJ Fleming; Helen Faughnan
Subject: RE: DSP's anti-fraud campaign

Sarah

Yeah – April is fine!

What version will we be running with?

K.

From: Sarah OCallaghan
Sent: 04 January 2017 13:54
To: Kathleen Stack
Cc: TJ Fleming; Helen Faughnan
Subject: RE: DSP's anti-fraud campaign

HI Kathleen,
Happy new year to you too!
The Anti-Fraud campaign is currently scheduled to run in April 2017, with actual dates to be confirmed a little closer to the time.
We met with the Minister re scheduling this and other campaigns in the new year and he was happy with this scheduling, trust you're happy with same?

Bests
Sarah

From: Kathleen Stack
Sent: 04 January 2017 12:19
To: Sarah OCallaghan
Cc: TJ Fleming; Helen Faughnan
Subject: FW: DSP's anti-fraud campaign

Sarah

Happy New Year – hope you had a lovely Christmas.

Just wondering where we are with the fraud campaign and what the latest timelines are in terms of when it might run?

Mgt Board is meeting the Minister next week so may come up in that context.

Regards

11

Sarah OCallaghan

From: Eoghan O'Meara <Eoghan.OMeara@engagecommunications.ie>
Sent: 21 March 2017 12:46
To: Sarah OCallaghan; Grace Kennedy; Yvonne Costello; Geraldine Kirwan
Cc: Mick Hosey; Helena Jones
Subject: FW: Social Welfare – Fraud Campaign
Attachments: Social Welfare_DRAFT 2_Press and Radio.pdf

Hi Sarah,

Please find attached the revised Fraud Campaign drafts (Press & Radio) for your attention.

Kind Regards

Eoghan

Eoghan O'Meara | Client Director

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From: Helena Jones
Sent: 21 March 2017 11:54
To: Eoghan O'Meara <Eoghan.OMeara@engagecommunications.ie>
Subject: Social Welfare – Fraud Campaign

Hi Eoghan,

Attached is a pdf that has a press and radio advert.

Thanks a million,
Helena

2 pages redacted Section 29 & 30 (1)(b)

12

Sarah OCallaghan

From: Eoghan O'Meara <Eoghan.OMeara@engagecommunications.ie>
Sent: 24 March 2017 15:26
To: Yvonne Costello
Cc: Sarah OCallaghan; Seamus O'Farrell; Gareth Lyons -PublicisEngage; Mick Hosey
Subject: RE: Anti Fraud Feedback

Hi Yvonne

Can you get a translation for this for me. It's the last call to action on the last slide.

Find out more at www.welfare.ie

Kind Regards

Eoghan

Eoghan O'Meara | Client Director

ENGAGE COMMUNICATIONS

Part of the Core Media Group.
Great Place to Work 2016. Best Medium Workplace in Ireland

From: Yvonne Costello [mailto:yvonne.costello@welfare.ie]
Sent: 24 March 2017 11:42
To: Eoghan O'Meara <Eoghan.OMeara@engagecommunications.ie>
Cc: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>; Seamus O'Farrell <seamus.ofarrell@welfare.ie>; Gareth Lyons -PublicisEngage <gareth.lyons@engagecommunications.ie>; Mick Hosey <mick.hosey@mediavest.ie>
Subject: RE: Anti Fraud Feedback

Hi Eoghan

Thanks for that. We will have a look and get back to you soon.

Regards,
Yvonne

Yvonne Costello
Communications Unit
Department of Social Protection
Áras Mhic Dhiarmada
Store Street
Dublin 1

3 pages redacted · S 29 & 30 (1)(b)

Quote for creative development work for the Department of Social Protection

Dear New Business Manager,

The Department of Social Protection is seeking a design company to submit a quote for creative development work, as outlined in the attached document.

We would appreciate if you could provide a quote in relation to this project.

Apologies for the short turnaround time required. All proposals should be received by 5pm on Friday, 31 March 2017.

Please return details to yvonne.costello@welfare.ie and grace.kennedy@welfare.ie

If you have any queries, please contact us by email at the addresses above.

Yours sincerely,
Yvonne Costello

Communications Unit
Department of Social Protection

Project Outline

Part One: Creative development work for upcoming AD Campaign

The Department of Social Protection wishes to engage a design company to develop creative concepts for an advertising campaign. Advertising formats may include:

1. Press Ad Formats
2. Outdoor Ad Formats
3. Radio Ads
4. Social Media Ads

Please quote a blended hourly creative, development and design rate for this work.

Part Two: Ongoing /ad hoc creative development work

Please include as part of your quote a blended hourly rate for additional design or creative work that may arise on an ongoing basis to support the department in its ongoing design, communications and branding work. Please state if this rate quoted is vat inclusive and the VAT rate that will be applied.

Part Three: CV submission

Provide details of team members who will be directly assigned to work on this project, brief. This should include some examples of their work experience in branding, design and advertising.

The successful company will be required to:

1. Supply all finalised design, artwork and content in any and all required formats/sizes as determined by the Department's requirements. Include delivery to the chosen media outlets, costings for same must be clearly specified.
2. Ensure the Department of Social Protection will have full ownership of all creative content developed for this campaign incl design files (InDesign, Adobe files etc).
3. List any additional costs of licensing requirements (music files/photography etc.)
4. Provide an undertaking to deliver the project in line with the timelines outlined below.
5. Provide details of two creative campaigns previously worked on for Government Department or Agencies.
6. Hold a current Tax Clearance Certificate.

Timeline

31/3/17 (5pm)	Quotations due back to the Department
3/4/17	Award of project
5/4/17	Submission of concepts
10/4/17	Delivery of final creative work

This project will be awarded on the basis of:

- Experience/qualifications of the creative team proposed
- The value for money represented by the quotations submitted.

Please Note

The Contractor undertakes not to incur any costs chargeable to the Department of Social Protection without prior written agreement.

The Department of Social Protection reserves the right to award this project in full to a single supplier or to divide projects between two suppliers.

A request for a quotation by the does not represent a future commitment to proceed with any or all of the projects listed herein.

This request for quotation comes under the informal procurement process and as a result, we are unable to provide formal feedback to you in respect of your quotation.

14

Sarah OCallaghan

From: Abi Moran <abi.moran@targetmcconnells.com>
Sent: 31 March 2017 11:28
To: Yvonne Costello; Grace Kennedy
Subject: Fw: Quote for creative development work for the Department of Social Protection
Attachments: Project outline.doc

Hi Yvonne,

Hope that you are well. Just a quick mail to thank you for the opportunity to quote for this work, unfortunately, due to timings we will need to bow out of the process.

May I wish you every success for the campaign.

Best regards,

Abi

From: Yvonne Costello <yvonne.costello@welfare.ie>
Date: Thursday 30 March 2017 at 14:40
Subject: Quote for creative development work for the Department of Social Protection

Dear New Business Manager,

The Department of Social Protection is seeking a design company to submit a quote for creative development work, as outlined in the attached document.

We would appreciate if you could provide a quote in relation to this project.

Apologies for the short turnaround time required. All proposals should be received by **5pm on Friday, 31 March 2017.**

Please return details to yvonne.costello@welfare.ie and grace.kennedy@welfare.ie

If you have any queries, please contact us by email at the addresses above.

Yours sincerely,
Yvonne Costello

Yvonne Costello
Communications Unit
Department of Social Protection
Áras Mhic Dhiarmada
Store Street
Dublin 1

[redacted]

W: www.welfare.ie

An Roinn Coimirce Sóisialaí
Department of Social Protection

****
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An Roinn Coimirce Sóisialaí - Víreas-scanta
****

15

Sarah OCallaghan

From: Yvonne Costello
Sent: 31 March 2017 17:22
To: tim@thecreed.ie; patrickh@rothco.ie; Sarah OCallaghan; Seamus O'Farrell
Subject: FW: Quote for creative development work for the Department of Social Protection
Attachments: Project outline.doc

Hi All

Please note – the deadline for submission of this quote has been extended to 7pm this evening.

Thank you

Yvonne Costello
Communications Unit
Department of Social Protection
Floor 1, Aras Mhic Dhiarmada
Store Street
Dublin 1

[redacted]
W: www.welfare.ie

An Roinn Coimirce Sóisialaí
Department of Social Protection

From: Yvonne Costello
Sent: 30 March 2017 14:41
Subject: Quote for creative development work for the Department of Social Protection

Dear New Business Manager,

The Department of Social Protection is seeking a design company to submit a quote for creative development work, as outlined in the attached document.

We would appreciate if you could provide a quote in relation to this project.

Apologies for the short turnaround time required. All proposals should be received by 5pm on Friday, 31 March 2017.

Please return details to yvonne.costello@welfare.ie and grace.kennedy@welfare.ie

If you have any queries, please contact us by email at the addresses above.

Yours sincerely,

Yvonne Costello

Yvonne Costello
Communications Unit
Department of Social Protection
Áras Mhic Dhiarmada
Store Street
Dublin 1

w: www.welfare.ie

An Roinn Coimirce Sóisialaí
Department of Social Protection

Sarah OCallaghan

From: Tim Britnell <tim@thecreed.ie>
Sent: 31 March 2017 17:58
To: Yvonne Costello
Cc: Grace Kennedy; mark@thecreed.ie
Subject: Re: Quote for creative development work for the Department of Social Protection
Attachments: Dept of Soc Protection.docx

Hi Yvonne,

Please find attached the information requested.

If you need anything else please don't hesitate to contact me.

Regards,

Tim Britnell

On 30/03/2017 14:40, Yvonne Costello wrote:

> Dear New Business Manager.
>
> The Department of Social Protection is seeking a design company to submit a quote for creative development work, as outlined in the attached document.
>
> We would appreciate if you could provide a quote in relation to this project.
>
> Apologies for the short turnaround time required. All proposals should be received by **5pm on Friday, 31 March 2017.**
>
> Please return details to yvonne.costello@welfare.ie and grace.kennedy@welfare.ie
>
> If you have any queries, please contact us by email at the addresses above.
>
> Yours sincerely,
>
> Yvonne Costello

Yvonne Costello

Communications Unit

Department of Social Protection

Áras Mhic Dhiarmada

Store Street

Dublin 1

[redacted]

w: www.welfare.ie

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Department of Social Protection

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An Roinn Coimirce Sóisialaí - Víreas-scanta

Sarah OCallaghan

17

From: Claire Cluskey <claire@empirica.ie>
Sent: 25 January 2017 15:55
To: Claire Walsh - Sligo; Yvonne Costello; Sarah OCallaghan
Subject: SRFT for media mini competition
Attachments: AttachmentTable.html

Hi all

.....and finally for today the SRFT
I have amended it to reflect the campaigns included in the competition

Sarah we need to agree whether or not to include phase 2 of the free travel campaign - its included for now

Once the media brief is approved we will drop it into this document

We need to agree the timelines for the return of the SRFT and for questions to be submitted
I also need to work up the pricing sheet which I will do tomorrow

Regards

--

Claire

Claire Cluskey

IP Consolidated Archive. [illegible]

Office of Government Procurement

Mini-Competition

for the provision of

Media Strategy, Planning & Buying (Implementation) Services (Lot 2)

Supplementary Request for Tender

Framework client:
Department of Social Protection

Tender Reference: MMP[illegible]

Date of Issue: January 2017

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Comment [CP1]: Check pages numbers when final version is ready

Office of Government Procurement

Part A: Instructions to Tenderers

1. ***The Department of Social Protection (DSP)*** ("the Framework Client") seeks Tenders for the provision of Media Strategy, Planning & Buying (Implementation) Services for the Republic of Ireland.

   Detailed service specifications of requirements are attached at Appendix 2.

2. This Supplementary Request for Tenders (SRFT) is issued in accordance with the Terms and Conditions of the OGP's Multi-Supplier Framework Agreement for the Provision of Media Strategy, Planning & Buying (Implementation) Services (Ref MMP001F).

   2.1 As one of the Framework Members included in Framework Agreement for Lot 2 you are now invited to consider this SRFT and respond with a formal Tender.

   2.2 This is a project/campaign based mini-competition and will run for the period of the campaigns specified and not for a specific duration of time.

3. The titles of this projects/campaigns are : "Self Employed Treatment Benefit"; "Anti Fraud"; "Free Travel Pass – transfer to non-paper pass"

4. The successful Tenderer agrees to execute and comply with the terms and conditions of the Call-Off Services Contract, an example of which is included within this SRFT.

5. Any queries in relation to this SRFT and any of the requirements specified therein must be directed to the OGP using the messaging function on www.etenders.gov.ie. All queries and clarification questions must be submitted no later than 3pm (Irish Time) xx XXXXX 2017.

6. Your SRFT response must be submitted, via the electronic post box available on www.etenders.gov.ie by 12 noon (Irish Time) on XX February 2017.

7. ***The Department of Social Protection (DSP)*** intends to award the contract on the basis of the **Most Economically Advantageous Tender** received, being deemed the successful bid. An outline of how the marks are to be allocated is defined below. Tenderers must outline all and any costs associated with the provision of all services required pursuant to this SRFT, and specifically proposals should clearly state: the hourly rate and blended hourly rate for delivering the services as outlined in Appendix 2 Requirement and Specifications. The fee template at Appendix 5 should be completed.

3. Fees quoted in this SRFT cannot be increased during the term of the contract and cannot exceed the rates quoted by the Tenderer in their response to the RFT to Establish the Framework Agreement. Similarly, terms and conditions cannot be altered.

9. The successful Tenderer shall be required to hold for the term of any Services Contract awarded pursuant to this SRFT insurances of the type and to the level specified below:

Type of Insurance	Minimum Indemnity Limit
Employer's Liability	€13,000,000
Public Liability	€6,500,000
Professional Indemnity	€6,200,000

Tenderers are asked to provide, as part of their Tender, written confirmation that they hold or will hold, if successful, the above types and levels of insurance. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer prior to the award of (and shall be a condition of) any contract.

10. Prior to the award of any contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

11. For the response to this SRFT the Agency should use its own media discounts. The discounts for the Framework have not yet been negotiated and agreed. Please outline the discounts against rate card in your response.

Comment [CP2]: CGP – is this the situation?

12. Please review the example Call-Off Services Contract included in Appendix 3. There is no requirement to complete or sign any part of the Call-Off Services Contract at Appendix 3 at this stage.

Part B: Award Criteria

Criteria	Marks Available	Minimum Qualifying Threshold
B1. Understanding the challenges of the *DSP* brief	1000	600
B2. Understanding of *DSP's* target audience(s) and especially their media behaviour	1000	600
B3. Creativity of the Agency's approach in forming the media strategy	1000	600
B4. Effectiveness and efficiency of recommended media plan and fit with recommended media strategy	1500	900
B5. Quality and balance of team and resources offered to *DSP*	1500	900
B6. Cost – Agency annual fee	3000	N/a
Added value offered by the Agency	1000	600
Total	10000	6000

Criteria B1, B2, B3 and B4 will be scored on the basis of the Agency s response to the brief in Appendix 2

Scoring Methodology for criteria B1, B2, B3, B4 and B5

% Options	Guideline
81% to 100%	A response with very few or no weaknesses that fully meets or exceeds requirements, and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.
61% to 80%	A response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver to a good or high standard.
41% to 60%	A response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
21% to 40%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% to 20%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	Response completely fails to address the criterion under consideration.

Marks for Cost Criteria (B6) will be allocated using the following formula:

$$\text{Cost Score} = \frac{\text{Lowest Tendered Rate}}{\text{Tendered Rate under evaluation}} \times \text{Maximum Number of Marks Available}$$

If applicable, Tenderers must score any minimum marks allocated to all non-cost criteria (i.e. criteria B1, B2, B3, B4 and B5) in the SRFT in order to come under consideration for awarding of the contract. Failure to achieve the minimum mark in any of these non-cost criteria will result in the Tenderer being eliminated from the competition.

Tie Break: If the evaluation results in a tie between two or more Tenders, then the Tender with the highest overall 'Qualitative' score (total of Criteria B1, B2, B3, B4 and B5) shall be deemed the Most Economically Advantageous Tender.

In the event of a tie and there being no difference in the 'Qualitative' scores, then the Tender with the highest score for the criterion 'Cost' shall be deemed the Most Economically Advantageous Tender.

12. This SRFT contains no contractual offer of any kind. Any Tender will be regarded as an offer by the Tenderer and not as an acceptance by the applicant of an offer made by ***The Department of Social Protection (DSP)***. No contractual relationship will exist except pursuant to a written Service Level Agreement signed by a representative of the Framework Client and any successful Tenderer for the specified services.

13. Tenderers are advised that ***The Department of Social Protection (DSP)*** is subject to the Freedom of Information (FOI) Acts, 2014. If a Tenderer considers that any of the information supplied in their Tender response is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will, in response to a request under the FOI Act, be examined in the light of the exceptions provided for in the Act.

Part C: Appendices

Appendix C.1 Framework Client Background

The Department of Social Protection (DSP) serves a wide and diverse group of clients including families, people in employment, unemployed people, people with disabilities, carers and pensioners.

The Department also provides a range of services to employers who are an important client group both in their own right and as 'partners' in the provision of employment opportunities to unemployed people. In delivering services to these clients, the Department administers over 70 separate schemes and services which impact on the lives of almost every person in the State. Services include:

- A wide range of social insurance and social assistance income support schemes for children, people of working age, carers, people with disabilities and pensioners, with payments such as child benefit, jobseekers payments, illness benefits payments and pensions;
- Employment support, guidance and placement services to help clients find and secure employment;
- A range of community services to promote social inclusion and provide a pathway to employment for people who are unemployed or otherwise at risk of poverty;
- Employer services including recruitment services, online vacancy publication, employment supports (e.g. wage subsidy scheme for people with disabilities) and redundancy and insolvency services;
- A range of services related to the administration of, and ensuring compliance with, the social insurance scheme;
- The provision of social welfare information, directly and through the Citizens Information Board (CIB) which also provides advocacy services for people with disabilities through the National Advocacy Service;
- The provision of budgeting and money management advice through the Money Advice and Budgeting Service (MABS) which operates under the auspices of the Citizens Information Board;
- The regulation of occupational and private pensions through the Pensions Board;
- The investigation of complaints of maladministration of pension schemes through the independent Office of the Pensions Ombudsman;
- The provision of an independent redress system through the Social Welfare Appeals Office;
- Adjudication by the Social Welfare Tribunal on cases where entitlement to Jobseeker's Benefit or Jobseeker's Allowance is refused due to an involvement in a trade dispute;
- The administration of the Civil Registration Service (for the registration of births, adoptions, marriages, civil partnerships and deaths in the state) by the General Register Office (GRO)

Each week, over 1.3 million people receive a social welfare payment and, when qualified adults and children are included, over 2.2 million people benefit from weekly payments.

Some 230,000 families receive child benefit payments in respect of over 1.1 million children each month.

The total expenditure by the Department in 2011 was €21 billion (prov). The day to day activities of the Department in that year included:

- 2.2 million applications processed;
- 87.6 million scheme payments made;
- 982,000 control reviews;
- 6.8 million telephone calls answered;
- 34,000 social welfare appeals finalised;
- 153.000 PPS numbers allocated

The Framework Client - DSP proposes to engage in a competitive process in order to establish a single-operator framework agreement for Media Strategy, Planning and Buying Services.

13. This is for 3 once off campaigns: "Anti-Fraud";
id will only be for the duration of the three campaigns identified.

The framework agreement will be established on the basis of this SRFT competition.

The estimated cumulative budget for this competition is €295,000. The Framework Client reserves the right to increase or decrease this budget at any stage throughout the competition or during the services contract.

The budgets breakdown as follows:

Anti-Fraud €75,000, timing April 2017

All budgets listed are exclusive of VAT

All budgets cover media costs and agency fees

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Appendix 2 – Service Requirements & Specification

The Services shall consist of all media planning and buying services incorporating digital media reasonably required by ***DSP*** and in any event shall include the following:

1. Analysis of the media consumption habits of those segments of society at which DSP's communications strategy and messages are primarily targeted as outlined in the brief provided.
2. Assistance with development of ***DSP's*** integrated marketing communications plans.
3. Preparation of media strategy and media plan based on brief supplied by ***DSP***.
4. Advice and assistance on any media planning and buying issues relating to Advertising campaign undertaken by or on behalf of ***DSP*** in response to the brief provided.
5. Purchase of media space as per Lot 1 agency prices and quality parameters on behalf of ***DSP***. The Agency should seek to improve on these prices and quality where viable as well as deliver added-value media elements in line with ***DSP's*** media strategies. **For the purpose of this SRFT this requirement does not apply. The agency will be required to use their own current prices and quality parameters.**
6. Ongoing analysis of media performance whilst in campaign (e g. Costs, Fvrs, Grps, Impressions, Views, Coverage/Frequency, access to required quality of media inventory), noting any issues and advising, in a timely manner, of recommended remedial actions in order to deliver optimal communication levels.
7. Provision, on a timely basis, of post campaign reports against buying objectives and targets. This is to include media pricing reporting and variances.
8. Advising in post campaign reports, where improvements in performance can be made for future campaigns.
9. To liaise and co operate with, and ***DSP's*** creative advertising services agencies, it's public relations agencies and other third parties, including media outlets, digital partners and print and production companies, as required for the successful delivery of effective media communications.
10. Implementing and operating a rigorous quality control system to monitor the provision of the Services in accordance with agreed practices and procedures.
11. The operation of strict budgetary controls and reporting systems in relation to the provision of the Services, including without limitation in respect of media fees and media costs.
12. Submission (if requested) to media buying performance auditing by such persons as ***DSP*** may designate from time to time during the Term and for a period of three (3) years thereafter, including the timely provision of data required by any Auditor.
13. Addressing *ad hoc* requests from ***DSP*** in relation to tactical opportunities that may arise from time to time.
14. Analysis and interpretation of ***DSP*** data to assess its impact upon media planning and buying decisions.
15. All work will be carried out in compliance to ***DSP's*** brand guidelines.

Comment [CP3]: OGP does this still apply?

Redacted S29
& S30(1)(6)

Redacted S29
& S30(1)(b)

Appendix B: Creative Work

Creative for this campaign is currently in development and will be shared with the successful agency prior to final media plan approval.

Appendix 5 – Proposed Team & Number of Hours and Media Fees

Please see Appendix 5 spreadsheet which was sent through the www.etenders.gov.ie. messaging facility with this SRFT.

This spreadsheet must be completed and sent back with your Tender before the deadline of receipt of Tenders.

Appendix 6 – Confidentiality Agreement between Contractor and Framework Client

(To be completed post mini competition) – THIS IS ONLY INCLUDED FOR REVIEW PURPOSES AND DOES NOT NEED TO BE COMPLETED AT THIS STAGE

THIS AGREEMENT is made on the [date] day of [month] 20[year] BETWEEN:

[Insert name of Framework Client; insert when signing], of [insert Address] (hereinafter "the Client") of the one part;

and

[Contractor's legal name: to be completed on signing.], of [Contractor's address: to be completed on signing.] (Hereinafter called "the Contractor") of the other part.

WHEREAS

A. The Minister for Public Expenditure and Reform ("the Contracting Authority") invited responses ("Tenders") to Request for Tenders dated 21 August 2015 ('RFT') from economic operators ("Tenderers") for participation in a Framework for the provision of the services as described in Appendix 1 to the RFT, "Requirements and Specifications", ("the Services"). The Contractor submitted a response to the RFT dated the [Insert Date of Tender].

B. The Contracting Authority and the Contractor entered into a framework agreement 01 March 2016 (the 'Framework Agreement'). Parties eligible to participate in this Framework (if any) are identified in the Framework Agreement and in the RFT. The Client is eligible to participate.

C. By Request for Supplementary Tender dated [insert date of SRFT] ("the SRFT"), the Client invited responses from Framework Members to the SRFT for the provision of Services. The Contractor submitted a response to the SRFT dated the [Date of Tender] (the "Response").

D. The Contractor has been identified as the preferred bidder pursuant to the SRFT ("the Mini-Competition").

E. For the purposes of the Mini-Competition and any subsequent contract awarded thereunder (if any) ("the Contract") certain confidential information (the "Confidential Information") as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Client.

NOW IT IS HEREBY AGREED in consideration of the sum of €1 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to him by the Client and that each item of Confidential Information shall be governed by the terms of this Agreement.

2. For the purposes of this Agreement 'Confidential Information' means:

   2.1 Unless specified in writing to the contrary by the Client all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the provision of services under the Contract and or relating to the Client and all and any information supplied or

made available to the Contractor (to include agents, subcontractors, customers and suppliers) for the purposes of the Framework Agreement and/or the Contract; and

2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.

3. Save as may be required by law (or any statutory regulation or order having the force of law) or for the purpose of any proceedings in court or any tribunal of fact or law; or by order, request, regulation of any person or body or authority with whose order or requests the Contractor is obliged to comply, the Contractor agrees in respect of the Confidential Information:

3.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;

3.2 not, without the Client's prior written consent, to communicate or disclose any part of such Confidential Information to any person except

i to those employees, agents, subcontractors and other suppliers on a need to know basis; and/or

ii to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor.

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Client; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

4. The obligations in this Agreement will not apply to any Confidential Information:

i in the Contractor's possession (with full right to disclose) before receiving it from the Client; or

ii which is or becomes public knowledge other than by breach of this clause; or

iii is independently developed by the Contractor without access to or use of the Confidential Information; or

iv is lawfully received from a third party (with full right to disclose).

5. The Contractor undertakes:

5.1 to comply with all directions of the Client with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts, 1988 and 2003);

5.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Client including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the Client including by police authorities;

5.3 upon termination of the Mini-Competition (or Contract) for whatever reason to for-

nish to the Client, all Confidential Information or at the written direction of the Client to destroy in a secure manner all (or such part or parts thereof as may be identified by the Client) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Client so request in writing. As an exception to its obligations under this clause 5.3 the Contractor may retain one copy of the Confidential Information, in paper form, in the Contractor's legal files for the purpose of ensuring compliance with its obligations under this Agreement. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not; and

5.4 to comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:

i Data Protection Acts, 1988 and 2003 and

ii All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.

6. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to him by the Client and the Contractor so acknowledges and confirms.

7. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the Client's databases, data or ICT system(s) as may be necessary for the purposes of the Mini-Competition (and obligations thereunder or arising therefrom) and only as directed by the Client and in the manner agreed in writing between the Parties.

8. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Mini Competition or termination of the Framework Agreement or termination of the Contract (if awarded) for any reason.

9. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

SIGNED for and on behalf of the Client

(being a duly authorised officer)

Witness

SIGNED for and on behalf of the Contractor

Witness

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Appendix 2 – Call Off Services Contract

(To be completed post mini competition) – THIS IS ONLY INCLUDED FOR REVIEW PURPOSES AND DOES NOT NEED TO BE COMPLETED AT THIS STAGE

[Insert Framework Clients full legal name - to be completed on signing.]

And

[Insert successful Contractor's full legal name - to be completed on signing.]

Services Call-Off Contract

Relating to the Provision of Services pursuant to Request for Tenders for the Establishment of a "Multi Supplier Framework Agreement for the provision of Republic of Ireland Media Strategy, Planning and Buying (Implementation) Services"

THIS AGREEMENT is made on the [date e.g. 2nd] day of [month] 2016 **BETWEEN**

[Framework Client's full name: to be completed on signing] of [Address], of ("the Client");

And

[Contractor's full legal name: to be completed on signing], of [Contractor's address: to be completed on signing] (the "Contractor") (each a "Party" and together the "Parties").

WHEREAS

A. Following a Public Procurement Competition to establish a Multi-Supplier Framework Agreement for the supply of Republic of Ireland Media Strategy, Planning & Buying (Implementation) Services (the "**Framework Competition**"), on _____ the Minister for Public Expenditure and Reform (the "**Contracting Authority**") and the Contractor entered into a Framework Agreement (the "**Framework Agreement**"). Other Contractors also entered into similar agreements with the Minister in relation to the supply of Republic of Ireland Media Strategy, Planning & Buying (Implementation) Services and a Framework Agreement was established. The Framework Agreement is incorporated by reference into this Services Call-Off Contract. Parties eligible to participate in this Framework Agreement (if any) are identified in the Framework Agreement(s) and in the Request for Tenders Documentation.

B. The Framework Client is one of a number of public sector entities which is entitled to avail of the Framework arrangements established by the Contracting Authority/OGP.

C. Pursuant to these Framework arrangements, and following the issue of a Supplementary Request for Tenders (in accordance with the Framework Agreement) dated **[insert date of SRFT]** ("**SRFT**") to the Contractors, the Framework Client conducted a Mini-Competition ("**Mini-Competition**") for the provision of Republic of Ireland Media Strategy, Planning & Buying (Implementation) Services. References to the SRFT shall include any clarifications issued by the Framework Client and same are attached hereto in Schedule D.

D. The Contractor submitted a response to the SRFT dated the **[Date of Tender]** ("the **Submission**"). References to the Submission shall include any clarifications issued by the Contractor and same are attached hereto in Schedule G. The Contractor was successful in this Mini-Competition.

E. The Framework Client now wishes to appoint the Contractor to this Services Call-off Contract for the provision of Republic of Ireland Media Strategy, Planning & Buying (Implementation) Services and the Contractor is willing to accept this appointment upon the terms and conditions set out herein.

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IT IS HEREBY AGREED AS FOLLOWS

1. The Contractor agrees to provide to the Framework Client Republic of Ireland Media Strategy, Planning & Buying (Implementation) Services described in **Schedule C** in accordance with this Services Call-off Contract ("**Services Call-off Contract**") in consideration for the Charges stipulated in **Schedule E** ("**Charges**"). The services described in **Schedule C and Schedule E**, as performed in accordance with **Schedule F** (Submission to Framework Competition) and Schedule G (Submission to SRFT) and the remainder of this Services Call-off Contract, shall be referred to herein as the 'Services'.

2. The Framework Client agrees to pay the Charges to the Contractor as stipulated in **Schedule E**. The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

3. For the purposes of this Services Call-Off Contract, the Framework Client's Contact is

   [insert contact name, email address & phone number] of **[insert contact address];**

   The Contractors Contact is

   [insert contact name, email address & phone number] of **[insert contact address]**

4. This Services Call-Off Contract is governed by the terms and conditions as set out in **Schedules A and B**, and comprises the following parts:
   - this Main Body of Services Call-off Contract;
   - Schedule A – General Terms and Conditions;
   - Schedule B – Special Terms and Conditions;
   - Schedule C – Services Specifications;
   - Schedule D – SRFT and Clarifications issued by or on behalf of Framework Client;
   - Schedule E – Charges;
   - Schedule F – Contractor's Submission to Framework Competition and Clarifications issued by Contractor;
   - Schedule G – Contractor's Submission to SRFT and Clarifications issued by Contractor;

5. In the event of conflict or inconsistency between these various parts, in the following order of priority shall apply:
   - The Main Body of this Services Call-off Contract;
   - Special Terms and Conditions (Schedule B);
   - SRFT and Clarifications (Schedule D);
   - Services Specification (Schedule C);
   - Charges (Schedule E);
   - General Terms and Conditions (Schedule A);

- Framework Supplier's Submission to SRFT and Clarifications (Schedule G);
- Framework Supplier's Submission to Framework Competition and Clarifications (Schedule F).

4. This Services Call-Off Contract shall take effect on the date hereof ("**the Effective Date**") and shall expire on **[insert date]**, unless it is otherwise terminated in accordance with the provisions of this Services Call-Off Contract or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("**the Initial Term**").

   The Framework Client reserves the right to extend the Term for a period of up to 12 months subject to its obligations at law. The Services Call-off Contract shall not exceed four (4) years in aggregate. The Initial Term and any extension thereto are referred to herein as the 'Term'

IN WITNESS WHEREOF this Services Call-Off Contract has been executed by the Parties hereto as of the date first above written.

SIGNED by _____,	**SIGNED** by _____,
being an Officer so authorised by the **CONTRACTING AUTHORITY/OGP**	being an Officer so authorised by the **CONTRACTOR**
in the presence of:	in the presence of:
_____	_____
Witness	**Witness**

Schedule A: Terms and Conditions

3. Contractors Obligations

A. The Contractor undertakes to perform its obligations arising from this Services Call-Off Contract with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Services Call-Off Contract and in the appointment, monitoring and retention of its agents and subcontractors. The Contractor shall require its agents and subcontractors to exercise due care, skill and diligence in the provision of Services and generally in the carrying out of obligations allocated by the Contractors to its agents and subcontractors under this Services Call-Off Contract.

B. In consideration of the payment of the Charges and subject to Clause 4 the Contractor shall:

1. Provide the Services in accordance with:
   - the General Terms and Conditions (this Schedule A);
   - the Special Terms and Conditions (Schedule B);
   - the Services Specification (Schedule C);
   - the SRFT (Schedule D);
   - the Charges (Schedule E);
   - the Contractor's Submission to the Framework Competition (Schedule F);
   - the Framework Supplier's Submission to the SRFT (Schedule G); and
   - all other reasonable directions of the Framework Client; and all other terms and conditions of this Services Call-off Contract.

2. Comply with and implement any policies, guidelines and/or any project governance protocols issued by the Framework Client from time to time and notified to the Contractor in writing;

3. Comply with all local security arrangements as notified to it by the Framework Client;

4. Provide the Services in accordance with good industry practice and comply with all applicable laws with particular but not exclusive regard to the requirements of the Safety Health and Welfare at Work Act 2005, the Waste Management Act 1996, the Data Protection Acts 1988 and 2003, Freedom of Information Acts 1997 and 2003 and all Labour and Employment legislation. The Contractor will be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Services Call-Off Contract. The Contractor must comply with any applicable statutory terms relating to minimum pay and to any applicable

legally binding sectoral agreements; and

5. Comply with the Special Conditions, if any, set out in Schedule B ("Special Conditions").

C. The Contractor is deemed to be the prime contractor under this Services Call-Off Contract and the Contractor assumes full responsibility for the delivery of the Services and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor hereby assumes liability for its subcontractors and shall ensure that its subcontractors shall comply in all respects with the relevant terms of this Services Call-Off Contract to the extent that it or they are retained by the Contractor.

D. During this Services Call-Off Contract the Contractor shall be an independent contractor and not the employee of the Framework Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Framework Client for any purposes whatsoever.

E. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "Regulations") and failure to so comply shall constitute a material breach of this Services Call-Off Contract. The Contractor shall indemnify, save harmless and keep the Framework Client indemnified from and against all liabilities (including the cost of wages, salaries and other remuneration or benefits, expenses, taxation, PRSI payments, health contributions, levies, losses, claims, demands, actions, fines, penalties, awards, (including legal expenses on an indemnity basis)) from, or incurred by reason of, any claims made against the Framework Client under the Regulations by any Affected Employees. Affected Employees shall mean those employees in respect of whom the Regulations may be deemed to apply in connection with this Agreement.

Delivery of the Services

A. The Contractor shall provide the Services at the time(s), to the location(s) and on the date(s) specified in the Specification or otherwise agreed in writing between the Parties in accordance with Clause 11.

B. The Framework Client acknowledges that the Contractor may from time to time be dependent on the Framework Client to facilitate the Contractor in the carrying out of its duties under this Services Call Off Contract. The Framework Client agrees to use its reasonable en-

leavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with Clause 11.

Key Personnel

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the response to the SRFT, the Submission ("**Key Personnel**"), assigned by it to provide the Services shall be available for the term of this Services Call-Off Contract. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Framework Client. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Services Call-Off Contract becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Framework Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("**Replacement Personnel**"). The Contractor shall provide to the Framework Client such details as the Framework Client may reasonably require in writing regarding any Replacement Personnel. The Framework Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

Payment

A. Subject to the provisions of this Clause 4 the Framework Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at **Schedule E.** Invoicing arrangements shall be on such terms as may be agreed between the Parties.

B. Discharge of the Charges is subject to:

1. Compliance by the Contractor with the provisions of this Services Call-Off Contract including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to **Clause 11A** from time to time;
2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Framework Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
3. Invoices being submitted to the Framework Client's Contact (as set out in this Services Call-Off Contract or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Framework Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Framework Client or upon such deemed acceptance the invoice shall be pay-

able by the Framework Client. Payment is subject to any rights reserved by the Framework Client under Special Condition 4; and

4. The Framework Client being in possession of the Contractor current Tax Clearance Certificate. The Contractor shall comply with all EU and domestic taxation law and requirements including but not limited to the terms of Circular 43/2006 issued by the Department of Finance, a copy of which is available at www.finance.gov.ie. The Contractor may supply the certificate and registration numbers, as they appear on the Tax Clearance Certificate, to facilitate on-line verification of their tax status by the Framework Client. If a Tax Clearance Certificate is not produced by the Contractor upon request by the Framework Client, the Framework Client may terminate this Services Call-off Contract upon written notice to the Contractor.

C. The provisions of the Prompt Payment of Accounts Act 1997, as amended or revised, and the European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

D. Wherever under this Services Call-Off Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Framework Client in respect of any breach of this Services Call-Off Contract), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Services Call-Off Contract or under any other agreement or contract with the Framework Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

E. The Charges shall include any and all expenses incurred by the Contractor, its employees, servants and agents in the performance of the Services. Any currency variations occurring over the period of the Services Call-Off Contract will be borne by the Contractor.

F. Charges shall be discharged as provided for in this clause subject to the retention by the Framework Client in accordance with Clause 523 of the Taxes Consolidation Act, 1997 of any withholding taxes payable to the Contractor. Any and all taxes applicable to the provision of the services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

H. The Framework Client shall receive (whether by way of offset or deduction against the Agency's remuneration or by way of payment in cash, as the Framework Client may reasonably determine) the entire benefit of all commissions, discounts, rebates (including prompt payment rebates), so-called "agency volume bonifications" (AVBs) and other monetary benefits derived from the handling by the successful Agency(s) of this Services Call Off Con-

tract.

Warranties, Representations and Undertakings

A. The Contractor warrants, represents and undertakes that:

1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Services Call-Off Contract and to provide the Services hereunder;
2. it is entering into this Services Call-Off Contract with a full understanding of its material terms and risks and is capable of assuming those risks;
3. it is entering into this Services Call-Off Contract with a full understanding of its obligations with regard to taxation, employment and environmental protection and is capable of assuming and fulfilling those obligations;
4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Services Call-Off Contract;
6. none of the excluding circumstances listed in Article 45 of EU Directive 2004/18/EC as implemented into Irish law by European Communities (Award of Public Authorities' Contracts) Regulations 2006 (S.I. No. 329 of 2006) apply to the Contractor, remains unchanged;
7. it owns, has obtained or is able to obtain, valid licenses for all Intellectual Property Rights (as defined in Clause 7 below) that are necessary for the performance of its obligations under this Services Call-Off Contract and for the Framework Client to obtain the benefit of the Services for its business purposes; and
8. it retains and shall maintain for the Term insurances for the nature and amount specified in the SRFT. The Contractor undertakes to advise the Framework Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Framework Client with regard to compliance with this Clause 5A.8.
9. the Framework Client shall be under no obligation to activate any minimum number or value of Services.

B. The Contractor undertakes to notify the Framework Client forthwith of any material change to the status of the Contractor with regard to the warranties, representations and undertakings as set out at Clause 5A and to comply with all reasonable directions of the Framework

Client with regard thereto which may include termination of this Services Call-Off Contract.

6. Remedies

A. The Contractor shall be liable for and shall indemnify the Framework Client for and in respect of all and any losses, claims, demands, damages or expenses which the Framework Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, willful default or fraud of the Contractor, its employees, subcontractors or agents or any of them or as a result of the Contractor's failure to exercise care as outlined in Clause 1. The terms of this Clause 6A shall survive termination of this Services Call-Off Contract for any reason.

B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death, neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.

C. Should the Framework Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Framework Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Framework Client.

D. Except as otherwise expressly provided by this Services Call-Off Contract, all remedies available to either Party for breach of this Services Call-Off Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

7. Intellectual Property

A. Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.

B. Pre-existing IPR means all IPR existing prior to the date of this Services Call-Off Contract and all IPR in any materials, acquired or developed by or for Contractor or Framework Client independently of this Services Call-Off Contract, and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.

C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Services Call-Off Contract (collectively "**Materials**") (or any part or parts thereof) shall vest in the Framework Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Framework Client absolutely.

D. The Framework Client grants to the Contractor a royalty-free non-exclusive license to use the Framework Client's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfill its obligations under this Services Call-Off Contract. Save as expressly set out in this Clause 7 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.

E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Services Call-Off Contract.

F. Nothing in this Services Call-Off Contract shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party/person other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.

G. The Contractor shall ensure that all and any necessary consents and/or licenses for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Services Call-Off Contract (to include but not be limited to ensuring that the Framework Client shall be vested with all necessary rights so as to enable the Framework Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Framework Client and shall keep and hold the Framework Client harmless from and in respect of all and any liability loss damages claims costs or expenses which arise by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Services Call-Off Contract.

At the option of the Framework Client for and in respect of any such breach, the Contractor shall at its expense and option:

(i) procure the necessary rights for the Framework Client to continue use;

(ii) replace the relevant deliverable with a non-infringing equivalent;

(iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or

(iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Framework Client Charges paid for such deliverable less a reasonable amount for the Framework Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all direct losses thereby accruing to the Framework Client as a result of the breach.

H. Upon the termination of this Services Call-Off Contract for whatever reason, the Contractor shall immediately deliver up to the Framework Client all the Materials prepared up to the date of termination. As an exception to its obligations under this Clause 7H the Contractor may retain one copy of the Materials, in paper form, in the Contractor's legal files for the purpose of and only to the extent necessary for ensuring compliance with its obligations under this Services Call-Off Contract. The provisions of this Clause 7 will survive the expiration or termination of this Services Call-Off Contract for any reason.

8. Confidentiality

8.1 The Contractor acknowledges that Confidential Information may be provided to it by the Framework Client and that each such item of Confidential Information shall be governed by the terms of this Services Call-Off Contract.

8.2 For the purposes of this Services Call-Off Contract "**Confidential Information**" means:

- Unless specified in writing to the contrary by the Framework Client all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the provision of Services under the Services Call-off Contract and/or relating to the Framework Client and all and any information supplied or made available to the Contractor (to include its agents, subcontractors, customers and suppliers) for the purposes of this Services Call-off Contract; and
- Any and all information which has been derived or obtained from information described in the previous sub-paragraph.

8.3 Except as may be required by law (or any statutory regulation or order having the force of law) or for the purpose of any proceedings in court or any tribunal of fact or law; or by order, request, regulation of any person or body or authority with whose order or requests the Contractor is obliged to comply, the Contractor agrees in respect of the Confidential Information:

- to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- to comply with all reasonable directions of the Framework Client with regard to the use and application of all and any Confidential Information;
- not, without the Framework Client's prior written consent, to communicate or disclose any part of such Confidential Information to any person except
  - to its employees, agents, subcontractors and other suppliers on a need to know basis; and/or
  - to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor;

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Framework Client; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Services Call-Off Contract. If required by the Framework Client, the Contractor shall ensure that such persons enter into a confidentiality agreement with the Framework Client in a format determined by the Framework Client.

3.4 The obligations in this Services Call-Off Contract will not apply to any Confidential Information:

- in the Contractor's possession (with full right to disclose) before receiving it from the Framework Client; or
- which is or becomes public knowledge other than by breach of this clause; or
- is independently developed by the Contractor without access to or use of the Confidential Information; or
- is lawfully received from a third party (with full right to disclose).

3.5 The Contractor undertakes:

- to comply with all directions of the Framework Client with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts, 1988 and 2003);
- to comply with all directions as to local security arrangements deemed reasonably necessary by the Framework Client including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the Framework Client including by police authorities;
- upon termination of the Competition (or the Services Call Off Contract) for whatever reason to furnish to the Framework Client, all Confidential Information or at the written direction of the Framework Client to destroy in a secure manner all (or such part or parts thereof as may be identified by the Framework Client) Confidential Information in its possession and shall

erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Framework Client so request in writing. As an exception to its obligations under this clause the Contractor may retain one copy of the Confidential Information, in paper form, in the Contractor's legal files for the purpose of ensuring compliance with its obligations under this Services Call-Off Contract. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not; and

- to comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to: Data Protection Acts, 1988 and 2003 and All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.

3.6 The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to him by the Framework Client and the Contractor hereby acknowledges and agrees to this.

3.7 The Contractor shall, in the performance of the Services Call-Off Contract, access only such hardware, software, infrastructure, or any part of the Framework Client's databases, data or ICT system(s) as may be necessary for the purposes of performing this Services Call-Off Contract (and obligations thereunder or arising therefrom) and only as directed by the Framework Client and in the manner agreed in writing between the Parties.

3.8 The Contractor shall not publicise this Services Call-off Contract unless and until the Contracting Authority has given prior written consent to the relevant communication.

3.9 The Contractor agrees that this Services Call-off Contract will continue in force notwithstanding any court order relating to the termination of the Framework Agreement for any reason.

3.10 The Contractor acknowledges that the security of the State and its information is of paramount importance to the Framework Client. Accordingly the Contractor confirms that it will, from time to time, during the currency of this Services Call-off Contract as may be requested by the Framework Client submit full personal details (including those of subcontractors) who are assigned to provide the Services (or any part thereof) under this Services Call-off Contract. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Framework Client arising therefrom.

3.11 In circumstances where the Framework Client is subject to the provisions of the Freedom of Information Act 2014, then in the event of the Framework Client receiving a request for information related to this Services Call-off Contract, the Framework Client shall consult with the Contractor in respect of the request. The Contractor shall identify any information that is

not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Framework Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any Freedom of Information request received. The final decision on disclosure rests with the Office of the Information Commissioner and ultimately, the courts.

3.12 The Contractor agrees that all aspects of this Section 8 shall be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with the clauses of this Section 8.

3.13 The terms of this clause 8 shall survive expiry, completion or termination for whatever reason of this Services Call-off Contract.

Force Majeure

A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in Clause 3B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Services Call-Off Contract including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or subcontractor or agent) places of business.

B. In the event of any failure, interruption or delay in the performance of either Framework Client or Contractor's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("**the Affected Party**") shall promptly notify the other Party in writing specifying:

1. the nature of the Force Majeure Event;
2. the anticipated delay in the performance of obligations;
3. the action proposed to minimise the impact of the Force Majeure Event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party; provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

C. If the Force Majeure Event continues for 5 days either Party may terminate at 14 days' no-

tice.

D. In circumstances where the Contractor is the Affected Party, the Framework Client shall be relieved from any obligation to make payments under this Services Call-Off Contract save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Services Call-Off Contract.

10. Termination

A. Notwithstanding the provisions of Clause 12 and subject to the provisions of Sub-Clause 10B, this Services Call-Off Contract may be terminated by serving 1 month's written notice to the other Party. For greater certainty, neither Party shall be entitled to any additional amounts or compensation in the event that the Services Call-Off Contract is terminated in accordance with this clause 10A.

B. The Framework Client and Contractor shall have the right (in addition to any other rights which it has at law) to terminate this Services Call-Off Contract immediately and without liability for compensation or damages on the happening of any of the following:

1. if the other commits any serious breach or a series of breaches of any provision of this Services Call-Off Contract and fails to remedy such breach(s) (if the breach(s) are capable of remedy) within 14 days after receipt of a request in writing from the other;

and/or

2 if the other becomes insolvent, becomes bankrupt, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect.

C. Where applicable, the Framework Client shall have the right, in addition to any other rights which it has at law, to terminate this Services Call-Off Contract immediately and without liability for compensation or damages in circumstances where the Framework Client becomes aware that any of the excluding circumstances listed in Article 45 of EU Directive 2004/18/EC as implemented into Irish law by European Communities (Award of Public Authorities' Contracts) Regulations 2006 (S.I. No. 329/2006) apply to the Contractor.

D. Termination of this Services Call-Off Contract shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Services Call Off Contract which is expressly or by implication intended to come into or contin-

ue in force on or after such termination.

E. On expiry or termination of this Services Call-Off Contract, howsoever arising, the Contractor shall immediately return all Confidential Information, records, papers, materials, media and other property of the Framework Client which is in its possession. As an exception to its obligations under this Clause 10E the Contractor may retain one copy of the Materials, in paper form, in the Contractor's legal files for the purpose of and only to the extent necessary for ensuring compliance with its obligations under this Services Call-Off Contract.

F. If requested, the Contractor shall, upon the termination of this Services Call-Off Contract for any reason or prior to the expiration of the Term, promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Framework Client. The Contractor agrees to the Framework Client releasing any such anonymised information to third party tenderers for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Services Call-Off Contract for whatever cause.

Contract Management

A. The Framework Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Services Call-Off Contract and to agree milestones, compliance schedules and operational protocols as required by the Framework Client from time to time. If requested in writing by the Framework Client the Contractor shall meet formally with the Framework Client to report on progress and shall comply with all written directions of the Framework Client.

B. The Contractor agrees to:

1. liaise with and keep the Framework Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations, including the time scale of completion of the key components of the Services;

2. comply with the reporting arrangements and protocols required by the Framework Client from time to time; and

3. comply with all reasonable directions of the Framework Client.

C. The Framework Client or its authorised representative may inspect the Contractor's premis-

es, lands and facilities (or such part or parts thereof relating solely to this Services Call-Off Contract) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Services Call-Off Contract. The Contractor shall comply with all reasonable directions of the Framework Client thereby arising. The cost of inspection shall be borne by the Framework Client.

Disputes

Subject to **Clause 13A** and to the Parties' respective rights to apply to the courts upon any cause of action at any time, the Parties shall seek to resolve any disputes between them, arising out of or relating in any way to the issues covered by the Services Call-Off Contract, amicably. The Parties may agree procedures and protocols for dispute resolution from time to time. The Framework Client expects the Contractor to utilise the State's industrial relations procedures, including the Labour Relations Commission and/or the Labour Court, for the purpose of resolving employment disputes with its employees.

Governing Law, Choice of Jurisdiction and Execution

A. This Services Call-off Contract shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor, the Framework Client hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Call-off Contract.

B. This Services Call-off Contract shall be executed in duplicate and each copy of the Services Call-off Contract shall be signed by the Contractor and the Framework Client hereto. The Contractor and the Framework Client each confirm that this Services Call-off Contract is executed by their duly authorised officers.

Notices

A. Any notice or other written communication to be given under this Services Call-Off Contract shall either be delivered personally or sent by registered post or email or facsimile transmission. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this Clause 14.

B. All notices shall be deemed to have been served as follows:

1. if personally delivered, at the time of delivery;

2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and

3. if communicated by email or facsimile transmission, at the time of acknowledgement of transmission.

15. Assignments and Subcontracting

15.1 Subject to a Party's obligations at law and clause 15.2, any assignment to a third party, subcontract or other transfer of a Party's rights or obligations under this Services Call-Off Contract requires the prior written consent of the other Party. Prior to any such assignments, the assignee will be obliged to sign an undertaking to comply with all obligations under this Services Call-Off Contract. Any attempted assignment not complied with in the manner prescribed herein shall be null and void.

15.2 The Framework Client may assign or novate this Services Call-off Contract to the Office of Government Procurement upon written notice to the Contractor.

16. Entire Services Call-Off Contract

This Services Call-off Contract (including the Schedules hereto) constitutes the entire agreement and understanding of the Framework Supplier and Framework Client, and any and all other previous agreements, arrangements and understandings (whether written or oral) between them with regard to the subject matter hereof (save where fraudulently made) are hereby excluded.

17. Severability

If any term or provision herein is found to be illegal or unenforceable, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

18. Waiver

No failure or delay by the Contractor or Framework Client to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

19. Non-exclusivity

Nothing in this Services Call-Off Contract shall preclude the Framework Client from purchasing services (or Services) from a third party at any time during the currency of the Services Call-Off Contract.

20. Media

No media releases, public announcements or public disclosures relating to this Services Call-Off Contract or its subject matter, including but not limited to promotional or marketing material, shall be made by the Contractor without the prior written consent of the Framework Client.

21. Conflicts of Interest and Refrain Gift

A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that it has no conflicts in relation to the Services and its obligations undertaken under this Services Call-off Contract. The Contractor hereby undertakes to advise the Framework Client forthwith should any conflict or potential conflict of interest come to its attention during the currency of this Call off Contract and to comply with the Framework Client's directions in respect thereof. In the event of a conflict of interest arising, the Framework Client will, at its absolute discretion, decide on the appropriate course of action, which may in-

propriate circumstances include terminating this Call-off Contract by written notice to the Contractor.

B. Any registrable interest involving the Contractor (and any subcontractor or agent as the case may be) and the Framework Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Framework Client immediately upon such information becoming known to the Contractor (subcontractor or agent as the case may be) and to comply with the Framework Client's directions in respect thereof, to the satisfaction of the Framework Client. The terms "registrable interest" and "relative' shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request. The Framework Client will, at their absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include terminating this Services Call-off Contract by written notice to the Contractor.

C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this Clause 21C or the commission of any offence by the Contractor, any subcontractor, agent or employee under the Prevention of Corruption Acts, 1389 to 2005 shall entitle the Framework Client to terminate this Services Call-Off Contract forthwith and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

Inspection and Access to Premises

A. Save as the Framework Client may otherwise direct, the Contractor is deemed to have inspected the Framework Client's premises, lands and facilities before submitting its Submission and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Services Call Off Contract.

B. Any of the Framework Client's premises made available from time to time to the Contractor by the Framework Client in connection with this Services Call-Off Contract, shall be made available to the Contractor on a non-exclusive license basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Services Call-Off Contract. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Services Call-Off Contract.

C. The Contractor shall upon reasonable notice by the Framework Client allow the Framework Client access to its premises (including the premises of any subcontractor or agent) where the Services are being performed for the Framework Client under this Services Call

Off Contract.

Industry Codes and Voluntary Codes

The Contractor shall prepare all advertising work so that it is legal, decent, honest and truthful in line with industry codes such as the ASAI code and other voluntary codes to which the industry subscribes.

Schedule B to Services Call-Off Contract: Special Conditions

A provision in this schedule shall apply ONLY IF marked as 'applies'.

Special Conditions re: Delivery

SC 1(A) **Time of delivery shall be of the essence.** This clause **APPLIES** to this contract.

Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time promised or specified in the Specification the Framework Client may release itself from any obligation to accept and pay for the Services and/or may terminate this Services Call Off Contract without prejudice to any other rights and remedies of the Framework Client.

SC 1(B) **Right to Impose Liquidated Damages Claim where Delivery Dates not Complied with.** This clause **APPLIES** to this contract.

Without prejudice to any general right to damages under this Services Call-Off Contract where the Contractor does not provide the Services within delivery dates or lead times in accordance with this Services Call-Off Contract, the Framework Client may, at his discretion, deduct [number] per cent per week, or part thereof, for each week of late delivery of the value of the entire relevant invoice or order as liquidated damages up to a maximum amount of [number] per cent of the Charges (or invoice or order) price for the relevant Services ("**Liquidated Damages Threshold**").

Where the Liquidated Damages Threshold is met or exceeded (being that delivery continues not to be performed after the Liquidated Damages Threshold is met), the Framework Client shall be entitled to:

(1) claim any remedy available to it (whether under this Services Call-Off Contract or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period; and

(2) without prejudice to sub clause (1), the Framework Client shall be entitled to terminate the Services Call Off Contract with immediate effect by giving notice in writing to the Contractor

Special Conditions re: Price Protection

SC 2 Price Protection. This Clause **APPLIES** to this contract.

The Maximum Hourly Rates and Blended Hourly Rates quoted in the Pricing docu-

ment (Schedule E) pursuant to Mini Competition are the agency's maximum rates for Services Call-Off Contract.

Special Condition 3 – Limitation of Liability

SC 3 **Supplier's Limitation on Liability.** This clause **DOES NOT APPLY** to this contract.

Save in respect of fraud, personal injury or death (for which no limit applies), the limit of the Contractor's aggregate liability to the Framework Client under this Services Call-Off Contract whatsoever and howsoever arising shall not under any circumstances exceed [number] per cent of the Charges paid or projected to be paid (whichever is higher) under this Services Call-Off Contract regardless of the number of claims and in any event shall not be for a sum less than € [insert amount].

Special Condition 4 – Remedies

SC 4(A) **Retention for Cause.** This clause **APPLIES** to this contract.

If for any reason the Framework Client is dissatisfied with the performance of the Contractor, an appropriate sum may be withheld from any payment otherwise due ("the Retention Amount") which Retention Amount shall not at any given time exceed 10% per cent of the Charges. In such event the Framework Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction; payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Framework Client or resolution of outstanding queries. The Framework Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this SC 4(A) shall be without prejudice to and not be in substitution for any remedy of the Framework Client under this Services Call-Off Contract.

Special Condition 5 – Equipment

SC 5 **Supplier to provide Equipment.** This clause **DOES NOT APPLY** to this contract.

SC5(A) The Contractor shall provide all equipment and materials ("Equipment") necessary for the provision of the Services.

SC5(B) All Equipment brought onto the Framework Client's premises shall be at the Contractor's own risk and the Framework Client shall have no liability for any loss of or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Framework Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.

SC5(C) The Contractor shall maintain and store all items of Equipment within the Framework Client's premises in a safe, serviceable and clean condition.

SC5(D) The Contractor shall, at the Framework Client's written request, at its own expense and as soon as reasonably practicable:

i remove from the Framework Client's premises all Equipment which in the reasonable opinion of the Framework Client is either hazardous, noxious or not in accordance with this Services Call-Off Contract; and

ii replace such item with a suitable substitute item of Equipment.

SC5(E) On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Framework Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Framework Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or subcontractors.

Special Condition 6 – Non Solicitation Clause

SC 6 **Non-Solicitation.** This clause **DOES NOT APPLY** to this contract.

For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Framework Client nor the Contractor shall employ or offer employment to any of the other Party's Key Personnel without that other Party's prior written consent.

Special Condition 7 – Change Control Procedure

SC 7 **Change Control.** This clause **APPLIES** to this contract.

Both Parties agree that any request for change to the scope of the Services will be processed in writing according to the following Change Control Procedure.

SC7(A) At any time during the term of this Services Call-Off Contract, either Party may propose a change or changes to any part or parts of this Services Call-Off Contract.

SC7(B) The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Framework Client proposes the change.

SC7(C) A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").

SC7(D) All Change Control Notices proposing changes to this Services Call-Off Contract must be submitted for review to the other Party's Contract.

SC7(E) The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and tender submission for review, subject to a maximum of twenty (20) calendar days or such other

period agreed between the Parties.

SC7(F) On approval of an Impact Assessment, this Services Call-Off Contract and/or the Schedules should be updated and revised as appropriate and in writing.

SC7(G) In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Services Call-Off Contract.

SC7(H) The Contractor and the Framework Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Framework Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

Schedule C to Services Call-Off Contract: Services: The Specification

[Insert when completing contract]

Schedule D to Services Call-Off Contract: SRFT Including Any Clarifications Issued by the Framework Client

[Insert when completing contract]

Schedule E to Services Call-Off Contract: Charges

[Insert when completing contract]

Schedule F to Services Call-Off Contract: Framework Member's Submission to the Framework Competition

[Insert when completing contract]

Schedule G to Services Call-Off Contract: Contractor's Response to the SRFT Including Any Clarifications Issued by the Framework Client

[Insert when completing contract]

Sarah OCallaghan

From: Claire Cluskey <claire@empirica.ie>
Sent: 27 January 2017 17:13
To: Sarah OCallaghan
Cc: Judy Mathers; Yvonne Costello; Seamus O'Farrell; Claire Walsh - Sligo
Subject: Re: Media Lot 2 SRFT - DSP Jan 2017 DRAFT (3)CW (2)

Hi all

Please see attached final version with a couple of small changes tracked

Judy -one area for you to advise on and that relates to whether the agencies are to use Lot 1 pricing or their own agency positions - these are highlighted in yellow for you to amend accordingly

I also attach the fee spreadsheet as per App 5

I think that we are in good shape to go to the Framework agencies

Regarding a date for the evaluations Thursday 16th or Friday 17th are both good for me and will give us time to assess the tender responses

Regards
Claire

On 27 January 2017 at 16:06, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:

Hi Claire,
Please see attached our final SRFT for you to take a quick look over. I think we are almost there!
Can you take a final glance over this and let me know if there any amends required or recommended before Judy begins work on it on her side (not too much work I hope!)

Judy - hoping we are still on track to get this out on Monday and back two

This item has been archived by HP Consolidated Archive.

Sarah OCallaghan

From: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>
Sent: 27 January 2017 16:06
To: Claire Cluskey
Cc: Judy Mathers; Yvonne Costello; Seamus O'Farrell; Claire Walsh - Sligo
Subject: Media Lot 2 SRFT - DSP Jan 2017 DRAFT (3)CW (2)
Attachments: Media Lot 2 SRFT - DSP Jan 2017 DRAFT (3)CW (2).docx

Hi Claire,
Please see attached our final SRFT for you to take a quick look over. I think we are almost there!
Can you take a final glance over this and let me know if there any amends required or recommended before Judy begins work on it on her side (not too much work I hope!)

Judy- hoping we are still on track to get this out on Monday and back two weeks later? These are the dates herein and again, you know we are very tight for time (as ever!). Also, we must set up a provisional date for our evaluation meeting, all going well. I have highlighted some issues re rate cards/rates that are more for your side than ours I think in the doc fyi.

Kind Regards,
Sarah

Sarah O'Callaghan

An Roinn Coimirce Sóisiaial
Department of Social Protection

Head of Communications
Department of Social Protection
Store Street,
Dublin 1.

com/ar/socallaghan

Office of Government Procurement

Mini-Competition

for the provision of

Media Strategy, Planning & Buying (Implementation) Services (Lot 2)

Supplementary Request for Tender

Framework client:
Department of Social Protection

Tender Reference: MMPxxxx - x
Date of Issue: January 2017

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Comment [CP1]: Check pages numbers when final version is ready

Office of Government Procurement

Part A: Instructions to Tenderers

1. ***The Department of Social Protection (DSP)*** ("the Framework Client") seeks Tenders for the provision of Media Strategy, Planning & Buying (Implementation) Services for the Republic of Ireland.

   Detailed service specifications of requirements are attached at Appendix 2.

2. This Supplementary Request for Tenders (SRFT) is issued in accordance with the Terms and Conditions of the OGP's Multi-Supplier Framework Agreement for the Provision of Media Strategy, Planning & Buying (Implementation) Services (Ref MMP001F).

   2.1 As one of the Framework Members included in Framework Agreement for Lot 2 you are now invited to consider this SRFT and respond with a formal Tender.

   2.2 This is a project/campaign based mini-competition and will run for the period of the campaigns specified and not for a specific duration of time.

3. The titles of these advertising campaigns are : "Self Employed Treatment Benefit"; "Anti-Social Welfare Fraud"; "Free Travel Pass Changeover Campaign"

4. The successful Tenderer agrees to execute and comply with the terms and conditions of the Call-Off Services Contract, an example of which is included within this SRFT.

5. Any queries in relation to this SRFT and any of the requirements specified therein must be directed to the OGP using the messaging function on www.etenders.gov.ie. All queries and clarification questions must be submitted no later than 3pm (Irish Time) on Monday 6th February, 2017.

6. Your SRFT response must be submitted, via the electronic post box available on www.etenders.gov.ie by 12 noon (Irish Time) on Monday 13th February 2017.

7. ***The Department of Social Protection (DSP)*** intends to award the contract on the basis of the **Most Economically Advantageous Tender** received, being deemed the successful bid. An outline of how the marks are to be allocated is defined below. Tenderers must outline all and any costs associated with the provision of all services required pursuant to this SRFT, and specifically proposals should clearly state the hourly rate and blended hourly rate for delivering the Services as outlined in Appendix 2 Requirement and Specifications. The fee template at Appendix 5 should be completed.

3. Fees quoted in this SRFT cannot be increased during the term of the contract and cannot exceed the rates quoted by the Tenderer in their response to the RFT to Establish the Framework Agreement. Similarly, terms and conditions cannot be altered.

9. The successful Tenderer shall be required to hold for the term of any Services Contract awarded pursuant to this SRFT insurances of the type and to the level specified below:

Type of Insurance	Indemnity Limit
Employer's Liability	€13,000,000
Public Liability	€6,500,000
Professional Indemnity	€6,200,000

Tenderers are asked to provide, as part of their Tender, written confirmation that they hold or will hold, if successful, the above types and levels of insurance. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer prior to the award of (and shall be a condition of) any contract.

10. Prior to the award of any contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

11. For the response to this SRFT the Agency should use its own media discounts. The discounts for the Framework have not yet been negotiated and agreed. Please outline the discounts against rate card in your response.

12. Please review the example Call Off Services Contract included in Appendix 8. There is no requirement to complete or sign any part of the Call Off Services Contract at Appendix 8 at this stage.

Part B: Award Criteria

Criteria	Marks Available	Minimum Qualifying Threshold
B1. Understanding the challenges of the *DSP* brief	1000	600
B2. Understanding of *DSP's* target audience(s) and especially their media behaviour	1000	600
B3. Creativity of the Agency's approach in forming the media strategy	1000	600
B4. Effectiveness and efficiency of recommended media plan and fit with recommended media strategy	1500	900
B5. Quality and balance of team and resources offered to *DSP*	1500	900
B6. Cost – Agency annual fee	3000	N/a
Added value offered by the Agency	1000	600
Total	10000	6000

Criteria B1, B2, B3 and B4 will be scored on the basis of the Agency's response to the brief in Appendix 2

Scoring Methodology for criteria B1, B2, B3, B4 and B5

Weighting	Meaning
81% to 100%	A response with very few or no weaknesses that fully meets or exceeds requirements, and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.
61% to 80%	A response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver to a good or high standard.
41% to 60%	A response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
21% to 40%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% to 20%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	Response completely fails to address the criterion under consideration.

Marks for Cost Criteria (B6) will be allocated using the following formula:

$$\text{Cost Score} = \frac{\text{Lowest Tendered Rate}}{\text{Tendered Rate under evaluation}} \times \text{Maximum Number of Marks Available}$$

If applicable, Tenderers must score any minimum marks allocated to all non-cost criteria (i.e. criteria B1, B2, B3, B4 and B5) in the SRFT in order to come under consideration for awarding of the contract. Failure to achieve the minimum mark in any of these non-cost criteria will result in the Tenderer being eliminated from the competition.

Tie Break: If the evaluation results in a tie between two or more Tenders, then the Tender with the highest overall 'Qualitative' score (total of Criteria B1, B2, B3, B4 and B5) shall be deemed the Most Economically Advantageous Tender.

In the event of a tie and there being no difference in the 'Qualitative' scores, then the Tender with the highest score for the criterion 'Cost' shall be deemed the Most Economically Advantageous Tender.

12. This SRFT contains no contractual offer of any kind. Any Tender will be regarded as an offer by the Tenderer and not as an acceptance by the applicant of an offer made by ***The Department of Social Protection (DSP)***. No contractual relationship will exist except pursuant to a written Service Level Agreement signed by a representative of the Framework Client and any successful Tenderer for the specified services.

13. Tenderers are advised that ***The Department of Social Protection (DSP)*** is subject to the Freedom of Information (FOI) Acts, 2014. If a Tenderer considers that any of the information supplied in their Tender response is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will, in response to a request under the FOI Act, be examined in the light of the exceptions provided for in the Act.

Part C: Appendices

Appendix A: Framework Client Background

The Department of Social Protection serves a wide and diverse group of clients including families, people in employment, unemployed people, people with illnesses and disabilities, carers and older people. In more recent times, the Department has expanded its remit to provide a range of services to employers and it has invested significantly in developing its employer relationship capacity to position the Department as a partner of first choice for employers in relation to recruitment and employment support services.

The Department administers over 70 separate schemes and services, which affect the lives of almost every person in the state. Key services include:

- payment of a wide range of social insurance and social assistance income support schemes such as child benefit, jobseeker payments, illness benefits, pensions and supplementary welfare allowances
- integration, through Intreo services, of employment services and benefit payment services, to ensure that the payment of income supports to people who do not have a job is directly linked to the equally important task of supporting people in their pursuit of employment, training and education opportunities, in order to improve their life chances
- provision of a range of employment supports, internship opportunities, guidance and placement services to help jobseekers find and secure employment
- delivery of a range of employer services including recruitment services, online publication of job vacancies, employment supports (e.g. wage subsidy schemes available to people with disabilities) and redundancy and insolvency services
- a range of community services to promote social inclusion and provide a pathway to employment for those who are unemployed
- the development of appropriate and robust policies in areas such as pensions, child income support, jobseekers and activation
- co-ordination of the implementation of Government strategies for social inclusion under the National Action Plan for Social Inclusion and the Europe 2020 strategy for jobs and growth.

Each week, nearly 1.6 million people receive a social welfare payment and, when qualified adults and children are included, almost 2.1 million people benefit from these payments. Over 619,000 families receive child benefit payments in respect of almost 1.2 million children each month. Some €19.9 billion (provisional outturn) was spent by the Department in 2015.

The activities of the Department in 2015 included:

- 1.7 million applications processed
- 32.2 million scheme payments made
- more than 1.1 million control reviews carried out
- 3.3 million telephone calls answered
- 25,100 social welfare appeals finalised
- almost 134,000 job opportunities advertised nationally
- almost 170,000 PPS numbers allocated to clients from over 150 countries and

- almost 230,000 Public Services Cards (PSC) issued, bringing to 1.75 million the number of PSC's issued by the end of 2015.

The Framework Client - DSP proceses to engage in a competitive process in order to establish a single-operator framework agreement for Media Strategy, Planning and Buying Services. This is for 3 individual campaigns and will only be for the duration of the three campaigns identified:

- "Anti-Social Welfare Fraud" Awareness Campaign – April 2017.
-

The framework agreement will be established on the basis of this SRFT competition. The estimated maximum budget for this competition is €370,000 +/- 10%. The Framework Client reserves the right to increase or decrease this budget at any stage throughout the competition or during the service period.

The budget breakdown is as follows:

-

- Anti-Social Welfare Fraud Campaign €100,000 (April 2017)

-

The Services shall consist of all media planning and buying services incorporating digital media reasonably required by ***DSP*** and in any event shall include the following:

1. Analysis of the media consumption habits of those segments of society at which DSP's communications strategy and messages are primarily targeted as outlined in the brief provided.
2. Assistance with development of ***DSP's*** integrated marketing communications plans.
3. Preparation of media strategy and media plan based on brief supplied by ***DSP***.
4. Advice and assistance on any media planning and buying issues relating to Advertising campaign undertaken by or on behalf of ***DSP*** in response to the brief provided.
5. Purchase of media space as per Lot 1 agency prices and quality parameters on behalf of ***DSP***. The Agency should seek to improve on these prices and quality where viable as well as deliver added-value media elements in line with ***DSP's*** media strategies. **For the purpose of this SRFT this requirement does not apply. The agency will be required to use their own current prices and quality parameters.**
6. Ongoing analysis of media performance whilst in campaign (e.g. Costs, Tvrs, Grps, Impressions, Views, Coverage/Frequency, access to required quality of media inventory), noting any issues and advising, in a timely manner, of recommended remedial actions in order to deliver optimal communication levels.
7. Provision, on a timely basis, of post campaign reports against buying objectives and targets. This is to include media pricing reporting and variances.
8. Advising in post campaign reports, where improvements in performance can be made for future campaigns.
9. To liaise and co-operate with, and ***DSP's*** creative advertising services agencies, it's public relations agencies and other third parties, including media outlets, digital partners and print and production companies, as required for the successful delivery of effective media communications.
10. Implementing and operating a rigorous quality control system to monitor the provision of the Services in accordance with agreed practices and procedures.
11. The operation of strict budgetary controls and reporting systems in relation to the provision of the Services, including without limitation in respect of media fees and media costs.
12. Submission (if requested) to media buying performance auditing by such persons as ***DSP*** may designate from time to time during the Term and for a period of three (3) years thereafter, including the timely provision of data required by any Auditor.
13. Addressing *ad hoc* requests from ***DSP*** in relation to tactical opportunities that may arise from time to time.
14. Analysis and interpretation of ***DSP*** data to assess its impact upon media planning and buying decisions.
15. All work will be carried out in compliance to ***DSP's*** brand guidelines

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S 29

& S 30(1)(b)

Appendix 5 – Proposed Teams & Number of Hours and Media Fee

Please see Appendix 5 spreadsheet which was sent through the www.etenders.gov.ie messaging facility with this SRFT.

This spreadsheet must be completed and sent back with your Tender before the deadline of receipt of Tenders.

Appendix C – Confidentiality Agreement between Contractor and Framework Client

(To be completed post mini competition) – THIS IS ONLY INCLUDED FOR REVIEW PURPOSES AND DOES NOT NEED TO BE COMPLETED AT THIS STAGE

THIS AGREEMENT is made on the [date] day of [month] 20[year] BETWEEN:

[Insert name of Framework Client; insert when signing], of [insert Address] (hereinafter "the Client") of the one part;

and

[Contractor's legal name: to be completed on signing.], of [Contractor's address: to be completed on signing.] (Hereinafter called "the Contractor") of the other part.

WHEREAS

A. The Minister for Public Expenditure and Reform ("the Contracting Authority") invited responses ("Tenders") to Request for Tenders dated 21 August 2015 ("RFT") from economic operators ("Tenderers") for participation in a Framework for the provision of the services as described in Appendix 1 to the RFT, "Requirements and Specifications", ("the Services"). The Contractor submitted a response to the RFT dated the [Insert Date of Tender].

B. The Contracting Authority and the Contractor entered into a framework agreement 01 March 2016 (the "Framework Agreement"). Parties eligible to participate in this Framework (if any) are identified in the Framework Agreement and in the RFT. The Client is eligible to participate.

C. By Request for Supplementary Tender dated [insert date of SRFT] ("the SRFT"), the Client invited responses from Framework Members to the SRFT for the provision of Services. The Contractor submitted a response to the SRFT dated the [Date of Tender] (the "Response").

D. The Contractor has been identified as the preferred bidder pursuant to the SRFT ("the Mini-Competition").

E. For the purposes of the Mini-Competition and any subsequent contract awarded thereunder (if any) ("the Contract") certain confidential information (the "Confidential Information") as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Client.

NOW IT IS HEREBY AGREED in consideration of the sum of €1 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to him by the Client and that each item of Confidential Information shall be governed by the terms of this Agreement.

2. For the purposes of this Agreement "Confidential Information" means:

   2.1 Unless specified in writing to the contrary by the Client all and any information (whether in documentary form, oral, electronic, audio visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, fi

nancial, technical, operational or otherwise) relating to the provision of services under the Contract and or relating to the Client and all and any information supplied or made available to the Contractor (to include agents, subcontractors, customers and suppliers) for the purposes of the Framework Agreement and/or the Contract; and

2.2 any and all information which has been derived or obtained from information described in sub paragraph 2.1.

3. Save as may be required by law (or any statutory regulation or order having the force of law) or for the purpose of any proceedings in court or any tribunal of fact or law; or by order, request, regulation of any person or body or authority with whose order or requests the Contractor is obliged to comply, the Contractor agrees in respect of the Confidential Information:

3.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;

3.2 not, without the Client's prior written consent, to communicate or disclose any part of such Confidential Information to any person except

i to those employees, agents, subcontractors and other suppliers on a need to know basis; and/or

ii to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor.

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Client; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

4. The obligations in this Agreement will not apply to any Confidential Information:

i in the Contractor's possession (with full right to disclose) before receiving it from the Client; or

ii which is or becomes public knowledge other than by breach of this clause; or

iii is independently developed by the Contractor without access to or use of the Confidential Information; or

iv is lawfully received from a third party (with full right to disclose).

5. The Contractor undertakes:

5.1 to comply with all directions of the Client with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts, 1988 and 2003);

5.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Client including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Client

including by police authorities;

5.3 upon termination of the Mini-Competition (or Contract) for whatever reason to furnish to the Client, all Confidential Information or at the written direction of the Client to destroy in a secure manner all (or such part or parts thereof as may be identified by the Client) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Client so request in writing. As an exception to its obligations under this clause 5.3 the Contractor may retain one copy of the Confidential Information, in paper form, in the Contractor's legal files for the purpose of ensuring compliance with its obligations under this Agreement. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not; and.

5.4 to comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:

i Data Protection Acts, 1988 and 2003 and

ii All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.

6. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to him by the Client and the Contractor so acknowledges and confirms.

7. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the Client's databases, data or ICT system(s) as may be necessary for the purposes of the Mini-Competition (and obligations thereunder or arising therefrom) and only as directed by the Client and in the manner agreed in writing between the Parties.

8. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Mini-Competition or termination of the Framework Agreement or termination of the Contract (if awarded) for any reason.

9. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

SIGNED for and on behalf of the Client

(being a duly authorised officer)

Witness

SIGNED for and on behalf of the Contractor

Witness

Office of Government Procurement

Appendix 2 – Call-Off Contract

(To be completed post mini competition) – THIS IS ONLY INCLUDED FOR REVIEW PURPOSES AND DOES NOT NEED TO BE COMPLETED AT THIS STAGE

[Insert Framework Clients full legal name - to be completed on signing.]

And

[Insert successful Contractor's full legal name - to be completed on signing.]

Services Call-Off Contract

Relating to the Provision of Services pursuant to Request for Tenders for the Establishment of a "Multi Supplier Framework Agreement for the provision of Republic of Ireland Media Strategy, Planning and Buying (Implementation) Services"

THIS AGREEMENT is made on the [date e.g. 2nd] day of [month] 2016 BETWEEN [Framework Client's full name: to be completed on signing] of [Address], of ("the Client");

And

[Contractor's full legal name: to be completed on signing], of [Contractor's ad-dress: to be completed on signing] (the "Contractor") (each a "Party" and together the "Parties").

WHEREAS

A. Following a Public Procurement Competition to establish a Multi-Supplier Framework Agreement for the supply of Republic of Ireland Media Strategy, Planning & Buying (Implementation) Services (the "**Framework Competition**"), on _____ the Minister for Public Expenditure and Reform (the "**Contracting Authority**") and the Contractor entered into a Framework Agreement (the '**Framework Agreement**"). Other Contractors also entered into similar agreements with the Minister in relation to the supply of Republic of Ireland Media Strategy, Planning & Buying (Implementation) Services and a Framework Agreement was established. The Framework Agreement is incorporated by reference into this Services Call-Off Contract. Parties eligible to participate in this Framework Agreement (if any) are identified in the Framework Agreement(s) and in the Request for Tenders Documentation.

B. The Framework Client is one of a number of public sector entities which is entitled to avail of the Framework arrangements established by the Contracting Authority/OGP.

C. Pursuant to these Framework arrangements, and following the issue of a Supplementary Request for Tenders (in accordance with the Framework Agreement) dated [insert date of SRFT] ("**SRFT**") to the Contractors, the Framework Client conducted a Mini-Competition ("**Mini-Competition**") for the provision of Republic of Ireland Media Strategy, Planning & Buying (Implementation) Services. References to the SRFT shall include any clarifications issued by the Framework Client and same are attached hereto in Schedule D.

D. The Contractor submitted a response to the SRFT dated the [Date of Tender] ("the Submission"). References to the Submission shall include any clarifications issued by the Contractor and same are attached hereto in Schedule G. The Contractor was successful in this Mini-Competition.

E. The Framework Client now wishes to appoint the Contractor to this Services Call-off Contract for the provision of Republic of Ireland Media Strategy, Planning & Buying (Implementation) Services and the Contractor is willing to accept this appointment upon the terms and condition set out herein.

IT IS HEREBY AGREED AS FOLLOWS:

1. The Contractor agrees to provide to the Framework Client Republic of Ireland Media Strategy, Planning & Buying (Implementation) Services described in **Schedule C** in accordance with this Services Call-off Contract ("**Services Call-off Contract**") in consideration for the Charges stipulated in **Schedule E** ("**Charges**"). The services described in **Schedule C and Schedule E**, as performed in accordance with **Schedule F** (Submission to Framework Competition) and Schedule G (Submission to SRFT) and the remainder of this Services Call-off Contract, shall be referred to herein as the "Services".

2. The Framework Client agrees to pay the Charges to the Contractor as stipulated in **Schedule E**. The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

3. For the purposes of this Services Call-Off Contract, the Framework Client's Contact is

   [insert contact name, email address & phone number] of **[insert contact address];**

   The Contractors Contact is

   [insert contact name, email address & phone number] of **[insert contact address]**

1. This Services Call-Off Contract is governed by the terms and conditions as set out in **Schedules A and B**, and comprises the following parts:
   - this Main Body of Services Call-off Contract;
   - Schedule A – General Terms and Conditions;
   - Schedule B – Special Terms and Conditions;
   - Schedule C – Services Specifications;
   - Schedule D - SRFT and Clarifications Issued by or on behalf of Framework Client;
   - Schedule E – Charges;
   - Schedule F – Contractor's Submission to Framework Competition and Clarifications issued by Contractor;
   - Schedule G – Contractor's Submission to SRFT and Clarifications issued by Contractor;

2. In the event of conflict or inconsistency between these various parts, the following order of priority shall apply:
   - The Main Body of this Services Call off Contract;
   - Special Terms and Conditions (Schedule B),
   - SRFT and Clarifications (Schedule D)
   - Services Specification (Schedule C);
   - Charges (Schedule E);

- General Terms and Conditions (Schedule A);
- Framework Supplier's Submission to SRFT and Clarifications (Schedule G);
- Framework Supplier's Submission to Framework Competition and Clarifications (Schedule F).

1. This Services Call-Off Contract shall take effect on the date hereof ("**the Effective Date**") and shall expire on **[insert date]**, unless it is otherwise terminated in accordance with the provisions of this Services Call-Off Contract or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("**the Initial Term**").

   The Framework Client reserves the right to extend the Term for a period of up to 12 months subject to its obligations at law. The Services Call-off Contract shall not exceed four (4) years in aggregate. The Initial Term and any extension thereto are referred to herein as the "Term".

IN WITNESS WHEREOF this Services Call-Off Contract has been executed by the Parties hereto as of the date first above written.

SIGNED by _____,	**SIGNED** by _____,
being an Officer so authorised by the **CONTRACTING AUTHORITY/OGP**	being an Officer so authorised by the **CONTRACTOR**
in the presence of:	in the presence of:
_____	_____
Witness	**Witness**

Schedule A: Terms and Conditions

1. Contractor's Obligations

A. The Contractor undertakes to perform its obligations arising from this Services Call-Off Contract with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Services Call-Off Contract and in the appointment, monitoring and retention of its agents and subcontractors. The Contractor shall require its agents and subcontractors to exercise due care, skill and diligence in the provision of Services and generally in the carrying out of obligations allocated by the Contractors to its agents and subcontractors under this Services Call-Off Contract.

B. In consideration of the payment of the Charges and subject to Clause 4 the Contractor shall:

1. Provide the Services in accordance with:

   - the General Terms and Conditions (this Schedule A);
   - the Special Terms and Conditions (Schedule B);
   - the Services Specification (Schedule C);
   - the SRFT (Schedule D);
   - the Charges (Schedule E);
   - the Contractor's Submission to the Framework Competition (Schedule F);
   - the Framework Supplier's Submission to the SRFT (Schedule G); and
   - all other reasonable directions of the Framework Client; and all other terms and conditions of this Services Call-off Contract.

2. Comply with and implement any policies, guidelines and/or any project governance protocols issued by the Framework Client from time to time and notified to the Contractor in writing;

3. Comply with all local security arrangements as notified to it by the Framework Client;

4. Provide the Services in accordance with good industry practice and comply with all applicable laws with particular but not exclusive regard to the requirements of the Safety Health and Welfare at Work Act 2005, the Waste Management Act 1996, the Data Protection Acts 1988 and 2003, Freedom of Information Acts 1997 and 2003 and all Labour and Employment legislation. The Contractor will be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Services Call-Off Contract. The Contractor must com

ply with any applicable statutory terms relating to minimum pay and to any applicable legally binding sectoral agreements; and

5. Comply with the Special Conditions, if any, set out in Schedule B ("Special Conditions").

C. The Contractor is deemed to be the prime contractor under this Services Call-Off Contract and the Contractor assumes full responsibility for the delivery of the Services and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor hereby assumes liability for its subcontractors and shall ensure that its subcontractors shall comply in all respects with the relevant terms of this Services Call-Off Contract to the extent that it or they are retained by the Contractor.

D. During this Services Call-Off Contract the Contractor shall be an independent contractor and not the employee of the Framework Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Framework Client for any purposes whatsoever.

E. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "Regulations") and failure to so comply shall constitute a material breach of this Services Call-Off Contract. The Contractor shall indemnify, save harmless and keep the Framework Client indemnified from and against all liabilities (including the cost of wages, salaries and other remuneration or benefits, expenses, taxation, PRSI payments, health contributions, levies, losses, claims, demands, actions, fines, penalties, awards, (including legal expenses on an indemnity basis)) from, or incurred by reason of, any claims made against the Framework Client under the Regulations by any Affected Employees. Affected Employees shall mean those employees in respect of whom the Regulations may be deemed to apply in connection with this Agreement.

DELIVERY OF THE SERVICES

1. The Contractor shall provide the Services at the time(s), to the location(s) and on the date(s) specified in the Specification or otherwise agreed in writing between the Parties in accordance with Clause 11.

2. The Framework Client acknowledges that the Contractor may from time to time be dependent on the Framework Client to facilitate the Contractor in the carrying out of its duties un-

der this Services Call-Off Contract. The Framework Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by it in writing in accordance with Clause 11.

5. Key Personnel

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the response to the SRFT, the Submission ("**Key Personnel**"), assigned by it to provide the Services shall be available for the term of this Services Call-Off Contract. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Framework Client. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Services Call-Off Contract becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Framework Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("**Replacement Personnel**"). The Contractor shall provide to the Framework Client such details as the Framework Client may reasonably require in writing regarding any Replacement Personnel. The Framework Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

6. Payment

A. Subject to the provisions of this Clause 4 the Framework Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at **Schedule E**. Invoicing arrangements shall be on such terms as may be agreed between the Parties.

B. Discharge of the Charges is subject to:

1. Compliance by the Contractor with the provisions of this Services Call Off Contract including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to **Clause 11A** from time to time;
2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Framework Client from time to time. Any Contractor pre printed terms and conditions are hereby disallowed;
3. Invoices being submitted to the Framework Client's Contact (as set out in this Services Call Off Contract or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Framework Client's Contact within 14 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 14 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction

of the Framework Client or upon such deemed acceptance the invoice shall be payable by the Framework Client. Payment is subject to any rights reserved by the Framework Client under Special Condition 4; and

4. The Framework Client being in possession of the Contractor current Tax Clearance Certificate. The Contractor shall comply with all EU and domestic taxation law and requirements including but not limited to the terms of Circular 43/2006 issued by the Department of Finance, a copy of which is available at www.finance.gov.ie. The Contractor may supply the certificate and registration numbers, as they appear on the Tax Clearance Certificate, to facilitate on-line verification of their tax status by the Framework Client. If a Tax Clearance Certificate is not produced by the Contractor upon request by the Framework Client, the Framework Client may terminate this Services Call-off Contract upon written notice to the Contractor.

C. The provisions of the Prompt Payment of Accounts Act 1997, as amended or revised, and the European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

D. Wherever under this Services Call-Off Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Framework Client in respect of any breach of this Services Call-Off Contract), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Services Call-Off Contract or under any other agreement or contract with the Framework Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

E. The Charges shall include any and all expenses incurred by the Contractor, its employees, servants and agents in the performance of the Services. Any currency variations occurring over the period of the Services Call-Off Contract will be borne by the Contractor.

F. Charges shall be discharged as provided for in this clause subject to the retention by the Framework Client in accordance with Clause 523 of the Taxes Consolidation Act, 1997 of any withholding taxes payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor co-acknowledges and confirms.

G. The Framework Client shall receive (whether by way of offset or deduction against the Agency's remuneration or by way of payment in cash, as the Framework Client may reasonably determine) the entire benefit of all commissions, discounts, rebates (including prompt payment rebates), so called "agency volume bonifications" (AVBs) and other monetary

benefits derived from the handling by the successful Agency(s) of this Services Call-Off Contract.

5.A Warranties, Representations and Undertakings

A. The Contractor warrants, represents and undertakes that:

1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Services Call-Off Contract and to provide the Services hereunder;
2. it is entering into this Services Call-Off Contract with a full understanding of its material terms and risks and is capable of assuming those risks;
3. it is entering into this Services Call-Off Contract with a full understanding of its obligations with regard to taxation, employment and environmental protection and is capable of assuming and fulfilling those obligations;
4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Services Call-Off Contract;
6. none of the excluding circumstances listed in Article 45 of EU Directive 2004/18/EC as implemented into Irish law by European Communities (Award of Public Authorities' Contracts) Regulations 2006 (S.I. No. 329 of 2006) apply to the Contractor, remains unchanged;
7. it owns, has obtained or is able to obtain, valid licenses for all Intellectual Property Rights (as defined in Clause 7 below) that are necessary for the performance of its obligations under this Services Call-Off Contract and for the Framework Client to obtain the benefit of the Services for its business purposes; and
8. it retains and shall maintain for the Term insurances for the nature and amount specified in the SRFT. The Contractor undertakes to advise the Framework Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Framework Client with regard to compliance with this Clause 5A.8.
9. the Framework Client shall be under no obligation to activate any minimum number or value of Services.

B. The Contractor undertakes to notify the Framework Client forthwith of any material change to the status of the Contractor with regard to the warranties, representations and undertak-

ings as set out at Clause 5A and to comply with all reasonable directions of the Framework Client with regard thereto which may include termination of this Services Call-Off Contract.

6. Remedies and Liability

A. The Contractor shall be liable for and shall indemnify the Framework Client for and in respect of all and any losses, claims, demands, damages or expenses which the Framework Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, willful default or fraud of the Contractor, its employees, subcontractors or agents or any of them or as a result of the Contractor's failure to exercise care as outlined in Clause 1. The terms of this Clause 6A shall survive termination of this Services Call-Off Contract for any reason.

B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death, neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.

C. Should the Framework Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Framework Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Framework Client.

D. Except as otherwise expressly provided by this Services Call-Off Contract, all remedies available to either Party for breach of this Services Call-Off Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

7. Intellectual Property

A. Intellectual Property Rights ("IPR") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in confidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.

B. Pre-existing IPR means all IPR existing prior to the date of this Services Call Off Contract and all IPR in any materials, acquired or developed by or for Contractor or Framework Client independently of this Services Call off Contract, and any IPR in Contractor's standard hard

ware and software products or modifications or updates to such products.

C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Services Call-Off Contract (collectively "**Materials**") (or any part or parts thereof) shall vest in the Framework Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Framework Client absolutely.

D. The Framework Client grants to the Contractor a royalty-free non-exclusive license to use the Framework Client's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfill its obligations under this Services Call-Off Contract. Save as expressly set out in this Clause 7 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.

E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Services Call-Off Contract.

F. Nothing in this Services Call-Off Contract shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party/person other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.

G. The Contractor shall ensure that all and any necessary consents and/or licenses for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Services Call-Off Contract (to include but not be limited to ensuring that the Framework Client shall be vested with all necessary rights so as to enable the Framework Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Framework Client and shall keep and hold the Framework Client harmless from and in respect of all and any liability loss damages claims costs or expenses which arise by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Services Call-Off Contract.

If the option of the Framework Client for and in respect of any such breach, the Contractor

shall at its expense and option:

(i) procure the necessary rights for the Framework Client to continue use;

(ii) replace the relevant deliverable with a non-infringing equivalent;

(iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or

(iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Framework Client Charges paid for such deliverable less a reasonable amount for the Framework Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all direct losses thereby accruing to the Framework Client as a result of the breach.

H. Upon the termination of this Services Call-Off Contract for whatever reason, the Contractor shall immediately deliver up to the Framework Client all the Materials prepared up to the date or termination. As an exception to its obligations under this Clause 7H the Contractor may retain one copy of the Materials, in paper form, in the Contractor's legal files for the purpose of and only to the extent necessary for ensuring compliance with its obligations under this Services Call-Off Contract. The provisions of this Clause 7 will survive the expiration or termination of this Services Call-Off Contract for any reason.

8. Confidentiality

8.1 The Contractor acknowledges that Confidential Information may be provided to it by the Framework Client and that each such item of Confidential Information shall be governed by the terms of this Services Call-Off Contract.

8.2 For the purposes of this Services Call-Off Contract "**Confidential Information**" means:

- Unless specified in writing to the contrary by the Framework Client all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the provision of Services under the Services Call-off Contract and/or relating to the Framework Client and all and any information supplied or made available to the Contractor (to include its agents, subcontractors, customers and suppliers) for the purposes of this Services Call-off Contract; and
- Any and all information which has been derived or obtained from information described in the previous sub-paragraph.

8.3 Save as may be required by law (or any statutory regulation or order having the force of law) or for the purpose of any proceedings in court or any tribunal of fact or law; or by order, re-

quest, regulation of any person or body or authority with whose order or re-quests the Contractor is obliged to comply, the Contractor agrees in respect of the Confidential Information:

- to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- to comply with all reasonable directions of the Framework Client with regard to the use and application of all and any Confidential Information;
- not, without the Framework Client's prior written consent, to communicate or disclose any part of such Confidential Information to any person except
    - to its employees, agents, subcontractors and other suppliers on a need to know basis; and/or
    - to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor;

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Framework Client; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Services Call-Off Contract. If required by the Framework Client, the Contractor shall ensure that such persons enter into a confidentiality agreement with the Framework Client in a format determined by the Framework Client.

3.4 The obligations in this Services Call-Off Contract will not apply to any Confidential Information:

- in the Contractor's possession (with full right to disclose) before receiving it from the Framework Client; or
- which is or becomes public knowledge other than by breach of this clause; or
- is independently developed by the Contractor without access to or use of the Confidential Information; or
- is lawfully received from a third party (with full right to disclose).

3.5 The Contractor undertakes:

- to comply with all directions of the Framework Client with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts, 1988 and 2003);
- to comply with all directions as to local security arrangements deemed reasonably necessary by the Framework Client including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the Framework Client including by police authorities;
- upon termination of the Competition (or the Services Call-Off Contract) for whatever reason to furnish to the Framework Client all Confidential Information or at the written direction of

the Framework Client to destroy in a secure manner all (or such part or parts thereof as may be identified by the Framework Client) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Framework Client so request in writing. As an exception to its obligations under this clause the Contractor may retain one copy of the Confidential Information, in paper form, in the Contractor's legal files for the purpose of ensuring compliance with its obligations under this Services Call-Off Contract. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not; and

- to comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to: Data Protection Acts, 1988 and 2003 and All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.

3.6 The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to him by the Framework Client and the Contractor hereby acknowledges and agrees to this.

3.7 The Contractor shall, in the performance of the Services Call-Off Contract, access only such hardware, software, infrastructure, or any part of the Framework Client's databases, data or ICT system(s) as may be necessary for the purposes of performing this Services Call-Off Contract (and obligations thereunder or arising therefrom) and only as directed by the Framework Client and in the manner agreed in writing between the Parties.

3.8 The Contractor shall not publicise this Services Call-off Contract unless and until the Contracting Authority has given prior written consent to the relevant communication.

3.9 The Contractor agrees that this Services Call-off Contract will continue in force notwithstanding any court order relating to the termination of the Framework Agreement for any reason.

3.10 The Contractor acknowledges that the security of the State and its information is of paramount importance to the Framework Client. Accordingly the Contractor confirms that it will, from time to time, during the currency of this Services Call-off Contract as may be requested by the Framework Client submit full personal details (including those of subcontractors) who are assigned to provide the Services (or any part thereof) under this Services Call-off Contract. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Framework Client arising therefrom.

3.11 In circumstances where the Framework Client is subject to the provisions of the Freedom of Information Act 2014, then in the event of the Framework Client receiving a request for in-

formation related to this Services Call-off Contract, the Framework Client shall consult with the Contractor in respect of the request. The Contractor shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Framework Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any Freedom of Information request received. The final decision on disclosure rests with the Office of the Information Commissioner and ultimately, the courts.

3.12 The Contractor agrees that all aspects of this Section 3 shall be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with the clauses of this Section 8.

3.13 The terms of this clause 3 shall survive expiry, completion or termination for whatever reason of this Services Call-off Contract.

Force Majeure

A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in Clause B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Services Call-Off Contract including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or subcontractor or agent) places of business.

B. In the event of any failure, interruption or delay in the performance of either Framework Client or Contractor's obligations (or of any of them) resulting from any Force Majeure Event, that Party ('**the Affected Party**') shall promptly notify the other Party in writing specifying:

1. the nature of the Force Majeure Event;
2. the anticipated delay in the performance of obligations;
3. the action proposed to minimise the impact of the Force Majeure Event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party; provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

C. If the Force Majeure Event continues for 5 days either Party may terminate at 14 days' notice.

D. In circumstances where the Contractor is the Affected Party, the Framework Client shall be relieved from any obligation to make payments under this Services Call-Off Contract save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Services Call-Off Contract.

10. Termination

A. Notwithstanding the provisions of Clause 12 and subject to the provisions of Sub-Clause 10B, this Services Call-Off Contract may be terminated by serving 1 month's written notice to the other Party. For greater certainty, neither Party shall be entitled to any additional amounts or compensation in the event that the Services Call-Off Contract is terminated in accordance with this clause 10A.

B. The Framework Client and Contractor shall have the right (in addition to any other rights which it has at law) to terminate this Services Call-Off Contract immediately and without liability for compensation or damages on the happening of any of the following:

1. if the other commits any serious breach or a series of breaches of any provision of this Services Call-Off Contract and fails to remedy such breach(s) (if the breach(s) are capable of remedy) within 14 days after receipt of a request in writing from the other;

and/or

2. if the other becomes insolvent, becomes bankrupt, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect.

C. Where applicable, the Framework Client shall have the right, in addition to any other rights which it has at law, to terminate this Services Call-Off Contract immediately and without liability for compensation or damages in circumstances where the Framework Client becomes aware that any of the excluding circumstances listed in Article 45 of EU Directive 2004/18/EC as implemented into Irish law by European Communities (Award of Public Authorities' Contracts) Regulations 2006 (S.I. No. 329/2006) apply to the Contractor.

D. Termination of this Services Call-Off Contract shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Ser-

vices Call-Off Contract which is expressly or by implication intended to come into or continue in force on or after such termination.

E. On expiry or termination of this Services Call-Off Contract, howsoever arising, the Contractor shall immediately return all Confidential Information, records, papers, materials, media and other property of the Framework Client which is in its possession. As an exception to its obligations under this Clause 10E the Contractor may retain one copy of the Materials, in paper form, in the Contractor's legal files for the purpose of and only to the extent necessary for ensuring compliance with its obligations under this Services Call-Off Contract.

F. If requested, the Contractor shall, upon the termination of this Services Call-Off Contract for any reason or prior to the expiration of the Term, promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Framework Client. The Contractor agrees to the Framework Client releasing any such anonymised information to third party tenderers for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Services Call-Off Contract for whatever cause.

Contract Management

A. The Framework Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Services Call-Off Contract and to agree milestones, compliance schedules and operational protocols as required by the Framework Client from time to time. If requested in writing by the Framework Client the Contractor shall meet formally with the Framework Client to report on progress and shall comply with all written directions of the Framework Client.

B. The Contractor agrees to:

1. liaise with and keep the Framework Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations, including the time scale of completion of the key components of the Services;

2. comply with the reporting arrangements and protocols required by the Framework Client from time to time; and

3. comply with all reasonable directions of the Framework Client.

C. The Framework Client or its authorised representative may inspect the Contractor's premises, lands and facilities (or such part or parts thereof relating solely to this Services Call-Off Contract) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Services Call-Off Contract. The Contractor shall comply with all reasonable directions of the Framework Client thereby arising. The cost of inspection shall be borne by the Framework Client.

Disputes

Subject to **Clause 13A** and to the Parties' respective rights to apply to the courts upon any cause of action at any time, the Parties shall seek to resolve any disputes between them, arising out of or relating in any way to the issues covered by the Services Call-Off Contract, amicably. The Parties may agree procedures and protocols for dispute resolution from time to time. The Framework Client expects the Contractor to utilise the State's industrial relations procedures, including the Labour Relations Commission and/or the Labour Court, for the purpose of resolving employment disputes with its employees.

Governing Law, Choice of Jurisdiction and Execution

A. This Services Call-off Contract shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor, the Framework Client hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Call-off Contract.

B. This Services Call-off Contract shall be executed in duplicate and each copy of the Services Call-off Contract shall be signed by the Contractor and the Framework Client hereto. The Contractor and the Framework Client each confirm that this Services Call-off Contract is executed by their duly authorised officers.

Notices

A. Any notice or other written communication to be given under this Services Call-Off Contract shall either be delivered personally or sent by registered post or email or facsimile transmission. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this Clause 14.

B. All notices shall be deemed to have been served as follows:

i. if personally delivered, at the time of delivery;

ii. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and

iii. if communicated by email or facsimile transmission, at the time of acknowl-

edgement of transmission.

Assignment and Subcontract

15.1 Subject to a Party's obligations at law and clause 15.2, any assignment to a third party, subcontract or other transfer of a Party's rights or obligations under this Services Call-Off Contract requires the prior written consent of the other Party. Prior to any such assignments, the assignee will be obliged to sign an undertaking to comply with all obligations under this Services Call-Off Contract. Any attempted assignment not complied with in the manner prescribed herein shall be null and void.

15.2 The Framework Client may assign or novate this Services Call-off Contract to the Office of Government Procurement upon written notice to the Contractor.

Entire Services Call-Off Contract

This Services Call-off Contract (including the Schedules hereto) constitutes the entire agreement and understanding of the Framework Supplier and Framework Client, and any and all other previous agreements, arrangements and understandings (whether written or oral) between them with regard to the subject matter hereof (save where fraudulently made) are hereby excluded.

Severability

If any term or provision herein is found to be illegal or unenforceable, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

Waiver

No failure or delay by the Contractor or Framework Client to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

Non-Exclusivity

Nothing in this Services Call-Off Contract shall preclude the Framework Client from purchasing services (or Services) from a third party at any time during the currency of the Services Call-Off Contract.

Media Releases, Public Announcements and Public Disclosures

No media releases, public announcements or public disclosures relating to this Services Call-Off Contract or its subject matter, including but not limited to promotional or marketing material, shall be made by the Contractor without the prior written consent of the Framework Client.

Conflicts of Interest and Ethical Walls

A. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that it has no conflicts in relation to the Services and its obligations undertaken under this Services Call-off Contract. The Contractor hereby undertakes to advise the Framework Client forthwith should any conflict or potential conflict of interest come to its attention during the currency of this Call-off Contract and to comply with the Framework Client's direc-

tions in respect thereof. In the event of a conflict of interest arising, the Framework Client will, at its absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include terminating this Call-off Contract by written notice to the Contractor.

B. Any registrable interest involving the Contractor (and any subcontractor or agent as the case may be) and the Framework Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Framework Client immediately upon such information becoming known to the Contractor (subcontractor or agent as the case may be) and to comply with the Framework Client's directions in respect thereof, to the satisfaction of the Framework Client. The terms 'registrable interest" and "relative' shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request. The Framework Client will, at their absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include terminating this Services Call-off Contract by written notice to the Contractor.

C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this Clause 21C or the commission of any offence by the Contractor, any subcontractor, agent or employee under the Prevention of Corruption Acts, 1889 to 2005 shall entitle the Framework Client to terminate this Services Call-Off Contract forthwith and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

22. Inspection and Access to Premises

A. Save as the Framework Client may otherwise direct, the Contractor is deemed to have inspected the Framework Client's premises, lands and facilities before submitting its Submission and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Services Call Off Contract.

B. Any of the Framework Client's premises made available from time to time to the Contractor by the Framework Client in connection with this Services Call-Off Contract, shall be made available to the Contractor on a non exclusive license basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Services Call Off Contract. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Services Call Off Contract.

C. The Contractor shall upon reasonable notice by the Framework Client allow the Frame-

work Client access to its premises (including the premises of any subcontractor or agent) where the Services are being performed for the Framework Client under this Services Call-Off Contract.

Industry Code and Voluntary Code

The Contractor shall prepare all advertising work so that it is legal, decent, honest and truthful in line with industry codes such as the ASAI code and other voluntary codes to which the industry subscribes.

Schedule B to Services Call-Off Contract: Special Conditions

A provision in this schedule shall apply ONLY IF marked as 'applies'.

Special Condition 1 – Delivery

SC 1(A) **Time of delivery shall be of the essence.** This clause **APPLIES** to this contract.

Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time promised or specified in the Specification the Framework Client may release itself from any obligation to accept and pay for the Services and/or may terminate this Services Call-Off Contract without prejudice to any other rights and remedies of the Framework Client.

SC 1(B) **Right to Impose Liquidated Damages Claim where Delivery Dates not Complied with.** This clause **APPLIES** to this contract.

Without prejudice to any general right to damages under this Services Call-Off Contract where the Contractor does not provide the Services within delivery dates or lead times in accordance with this Services Call-Off Contract, the Framework Client may, at its discretion, deduct [number] per cent per week, or part thereof, for each week of late delivery of the value of the entire relevant invoice or order as liquidated damages up to a maximum amount of [number] per cent of the Charges (or invoice or order) price for the relevant Services ("**Liquidated Damages Threshold**").

Where the Liquidated Damages Threshold is met or exceeded (being that delivery continues not to be performed after the Liquidated Damages Threshold is met), the Framework Client shall be entitled to:

(i) claim any remedy available to it (whether under this Services Call Off Contract or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period; and

(ii) without prejudice to sub-clause (i), the Framework Client shall be entitled to terminate the Services Call-Off Contract with immediate effect by giving notice in writing to the Contractor.

SC 2 **Price Protection.** This clause **APPLIES** to this contract.

The Maximum Hourly Rates and Blended Hourly Rates quoted in the Pricing document (Schedule E) pursuant to Mini-Competition are the agency's maximum rates for Services Call-Off Contract.

Special conditions – Limitation of liability

SC 3 **Supplier's Limitation on Liability.** This clause **DOES NOT APPLY** to this contract.

Save in respect of fraud, personal injury or death (for which no limit applies), the limit of the Contractor's aggregate liability to the Framework Client under this Services Call-Off Contract whatsoever and howsoever arising shall not under any circumstances exceed [number] per cent of the Charges paid or projected to be paid (whichever is higher) under this Services Call-Off Contract regardless of the number of claims and in any event shall not be for a sum less than € [insert amount].

Special conditions – Remedies

SC 4(A) **Retention for Cause.** This clause **APPLIES** to this contract.

If for any reason the Framework Client is dissatisfied with the performance of the Contractor, an appropriate sum may be withheld from any payment otherwise due ("the Retention Amount') which Retention Amount shall not at any given time exceed 10% per cent of the Charges. In such event the Framework Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction; payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Framework Client or resolution of outstanding queries. The Framework Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this SC 4(A) shall be without prejudice to and not be in substitution for any remedy of the Framework Client under this Services Call-Off Contract.

Special conditions – Equipment

SC 5 **Supplier to provide Equipment.** This clause **DOES NOT APPLY** to this contract.

SC 5(A) The Contractor shall provide all equipment and materials ("Equipment") necessary for the provision of the Services.

SC 5(B) All Equipment brought onto the Framework Client's premises shall be at the Contractor's own risk and the Framework Client shall have no liability for any loss of or damage to any equipment. The Contractor shall provide for the haulage or carriage thereof to the Framework Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.

SC 5(C) The Contractor shall maintain and store all items of Equipment within the Framework Cli

ent's premises in a safe, serviceable and clean condition.

SC5(D) The Contractor shall, at the Framework Client's written request, at its own expense and as soon as reasonably practicable:

i remove from the Framework Client's premises all Equipment which in the reasonable opinion of the Framework Client is either hazardous, noxious or not in accordance with this Services Call-Off Contract; and

ii replace such item with a suitable substitute item of Equipment.

SC5(E) On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Framework Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Framework Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or subcontractors.

Special Condition 6 – Non-Solicitation Clause

SC 6 **Non-Solicitation.** This clause **DOES NOT APPLY** to this contract.

For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Framework Client nor the Contractor shall employ or offer employment to any of the other Party's Key Personnel without that other Party's prior written consent.

Special Condition 7 – Change Control Procedure

SC 7 **Change Control.** This clause **APPLIES** to this contract.

Both Parties agree that any request for change to the scope of the Services will be processed in writing according to the following Change Control Procedure.

SC7(A) At any time during the term of this Services Call-Off Contract, either Party may propose a change or changes to any part or parts of this Services Call-Off Contract.

SC7(B) The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Framework Client proposes the change.

SC7(C) A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").

SC7(D) All Change Control Notices proposing changes to this Services Call-Off Contract must be submitted for review to the other Party's Contact.

SC7(E) The Parties must indicate their acceptance or rejection of the change control request

and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a maximum of twenty (20) calendar days or such other period agreed between the Parties.

SC7(F) On approval of an Impact Assessment, this Services Call-Off Contract and/or the Schedules should be updated and revised as appropriate and in writing.

SC7(G) In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Services Call-Off Contract.

SC7(H) The Contractor and the Framework Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Framework Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

Schedule C to Services Call-Off Contract: Services: The Specification

[Insert when completing contract]

Schedule D to Services Call-Off Contract: SRFT Including Any Clarifications Issued by the Framework Client

[Insert when completing contract]

Schedule E to Services Call-Off Contract: Charges

[Insert when completing contract]

Schedule F to Services Call-Off Contract: Framework Member's Submission to the Framework Competition

[Insert when completing contract]

Schedule G to Services Call-Off Contract: Contractor's Response to the SRFT Including Any Clarifications Issued by the Framework Client

[Insert when completing contract]

Department of Social Protection
2017

Agency to provide information for
Agency can delete/amend titles w

Agency:	(Agency name)		
	Name	Hourly Rate excl VAT 1 €	Total Hours
Account Management			
Account Director (s)			
Account Manager (s)			
Account Executive (s)			
Planning			
Senior Media Planner			
Junior Media Planner			
Digital Planner			
Buying			
TV/AV Buyer	not applicable to this brief		
Radio Buyer			
Press Buyer			
OOH Buyer			
Digital Buyer			
Other			
please specify			
Total Agency Fee excl VAT			
Proposed Blended Hourly Rate			

1. Hourly rates include all salary and overhead costs and all administrative support costs
2. Based on a standard 1,600 working hours per year

relevant team members

here they do not apply

Total Cost excl VAT €

Department of Social Protection
2017

Agency to provide information for relevant team members
Agency can delete/amend titles where they do not apply

Agency:	(Agency name)			
	Name	Hourly Rate excl VAT 1 €	Total Hours	Total Cost excl VAT €
Account Management				
Account Director (s)				
Account Manager (s)				
Account Executive (s)				
Planning				
Senior Media Planner				
Junior Media Planner				
Digital Planner				
Buying				
TV/AV Buyer	not applicable to this brief			
Radio Buyer				
Press Buyer				
OOH Buyer				
Digital Buyer				
Other				
please specify				
Total Agency Fee excl VAT				
Proposed Blended Hourly Rate				

1. Hourly rates include all salary and overhead costs and all administrative support costs
2. Based on a standard 1,600 working hours per year

Sarah OCallaghan

From: Judy Mathers <Judy.Mathers@ogp.gov.ie>
Sent: 30 January 2017 13:17
To: Sarah OCallaghan; Claire Cluskey
Cc: Yvonne Costello; Seamus O'Farrell; Claire Walsh - Sligo; Mark Holland
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Folks,

Also, it doesn't state in the SRFT has to which method will be used to evaluate the fees, the blended hourly rate or the total estimated annual rate, can you clarify please?

Kind Regards
Judy

Category Specialist Higher
Marketing Communications
Office of Government Procurement
OGP Headquarters,
3A Mayor Street Upper, Dublin 1

n/procurement.ie

Office of Government Procurement

From: Sarah OCallaghan [mailto:Sarah.OCallaghan@welfare.ie]
Sent: 30 January 2017 13:09
To: Judy Mathers; Claire Cluskey
Cc: Yvonne Costello; Seamus O'Farrell; Claire Walsh - Sligo
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Absolutely Judy, will get a final budget figure to you shortly!
Bests
Sarah

From: Judy Mathers [mailto:Judy.Mathers@ogp.gov.ie]
Sent: 30 January 2017 12:59
To: Sarah OCallaghan; Claire Cluskey
Cc: Yvonne Costello; Seamus O'Farrell; Claire Walsh - Sligo
Subject: SRFT & Brief - DSP Mini-Competition 2

Hi Sarah / Claire,

I see that you running with just the three campaigns, would it not be better to use this SRFT to put an agency in place for the year?

Kind Regards
Judy

Category Specialist Higher
Marketing Communications
Office of Government Procurement
OGP Headquarters,
3A Mayor Street Upper, Dublin 1

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Office of Government Procurement

****
This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager.

Department of Social Protection - Virus Scanned

Tá an ríomhphost seo agus aon chomhaid a ghabhann leis faoi rún agus níl sé le haghaidh éinne ach an té nó an t-eintiteas ar seoladh chuige é. Má bhfuair tú an ríomhphost seo trí earráid cuir é sin i bhfios do bhainisteoir an chórais.

An Roinn Coimirce Sóisialaí - Víreas-scanta
****

Sarah OCallaghan

From: Judy Mathers <Judy.Mathers@ogp.gov.ie>
Sent: 30 January 2017 13:22
To: Claire Cluskey
Cc: Mark Holland; Sarah OCallaghan; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Ok I shall add a paragraph stating same.

From: Claire Cluskey [mailto:claire@empirica.ie]
Sent: 30 January 2017 13:19
To: Judy Mathers
Cc: Mark Holland; Sarah OCallaghan; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Hi Judy, Sarah

I think it has to be the total annual fee relating to the scope of work outlined.

Regards
Claire

On 30 Jan 2017 13:16, "Judy Mathers" <Judy.Mathers@ogp.gov.ie> wrote:
Folks,

Also, it doesn't state in the SRFT has to which method will be used to evaluate the fees, the blended hourly rate or the total estimated annual rate, can you clarify please?

Kind Regards
Judy

Category Specialist Higher
Marketing Communications
Office of Government Procurement
OGP Headquarters,
3A Mayor Street Upper, Dublin 1

ogp.gov.ie

From: Sarah OCall

This item has been archived by EP Consolidated Archive.

21

Sarah OCallaghan

From: Judy Mathers <Judy.Mathers@ogp.gov.ie>
Sent: 30 January 2017 13:34
To: Sarah OCallaghan; Claire Cluskey
Cc: Mark Holland; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello
Subject: SRFT & Brief - DSP Mini-Competition 2
Attachments: SRFT & Brief - DSP Mini-Competition 2.docx

Hi Sarah / Claire,

Can you review attached before it goes to the Framework Members please and let me know that it is ok to go ahead?

Kind Regards
Judy

Category Specialist Higher
Marketing Communications
Office of Government Procurement
OGP Headquarters,
3A Mayor Street Upper, Dublin 1

Mini-Competition

for the provision of

Media Strategy, Planning & Buying (Implementation) Services (Lot 2)

Supplementary Request for Tender

Framework client:
Department of Social Protection

Tender Reference: MMP001F-3
Date of Issue: January 2017

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Part A: Instructions to Tenderers

1. *The Department of Social Protection (DSP)* ("the Framework Client") seeks Tenders for the provision of Media Strategy, Planning & Buying (Implementation) Services for the Republic of Ireland.

   Detailed service specifications of requirements are attached at Appendix 2.

2. This Supplementary Request for Tenders (SRFT) is issued in accordance with the Terms and Conditions of the OGP's Multi-Supplier Framework Agreement for the Provision of Media Strategy, Planning & Buying (Implementation) Services (Ref MMP001F).

   2.1 As one of the Framework Members included in Framework Agreement for Lot 2 you are now invited to consider this SRFT and respond with a formal Tender.

   2.2 This is a project/campaign based mini-competition and will run for the period of the campaigns specified and not for a specific duration of time.

3. The titles of these advertising campaigns are : "Self Employed Treatment Benefit"; "Anti-Social Welfare Fraud"; "Free Travel Pass Changeover Campaign "

4. The successful Tenderer agrees to execute and comply with the terms and conditions of the Call-Off Services Contract, an example of which is included within this SRFT.

5. Any queries in relation to this SRFT and any of the requirements specified therein must be directed to the OGP using the messaging function on www.etenders.gov.ie. All queries and clarification questions must be submitted no later than 3pm (Irish Time) on Monday 6th February, 2017.

6. Your SRFT response must be submitted, via the electronic post box available on www.etenders.gov.ie by 12 noon (Irish Time) on Monday 13th February 2017.

7. *The Department of Social Protection (DSP)* intends to award the contract on the basis of the Most Economically Advantageous Tender received, being deemed the successful bid. An outline of how the marks are to be allocated is defined below. Tenderers must outline all and any costs associated with the provision of all services required pursuant to this SRFT, and specifically proposals should clearly state: The hourly rate and blended hourly rate for delivering the Services as outlined in Appendix 2 Requirement and Specifications. The fee template at Appendix 5 should be completed.

8. Fees quoted in this SRFT cannot be increased during the term of the contract and cannot exceed the rates quoted by the Tenderer in their response to the RFT to Establish the Framework Agreement. Similarly, terms and conditions cannot be altered.

9. The successful Tenderer shall be required to hold for the term of any Services Contract awarded pursuant to this SRFT insurances of the type and to the level specified below:

Type of Insurance	Indemnity Limit
Employer's Liability	€13,000,000
Public Liability	€6,500,000
Professional Indemnity	€6,200,000

Tenderers are asked to provide, as part of their Tender, written confirmation that they hold or will hold, if successful, the above types and levels of insurance. A formal confirmation from the Tenderer's insurance company or broker to this effect will be requested from the successful Tenderer prior to the award of (and shall be a condition of) any contract.

10. Prior to the award of any contract arising out of this Competition the successful Tenderer shall be required to supply its Tax Clearance Access Number and Tax Reference Number to facilitate online verification of their tax status by the Contracting Authority. By supplying these numbers the successful Tenderer acknowledges and agrees that the Contracting Authority has the permission of the successful Tenderer to verify its tax cleared position online.

11. For the response to this SRFT the Tenderer should use its own media discounts. The discounts for the Framework have not yet been negotiated and agreed. Please outline the discounts against rate card in your response. At such time that the Lot 1 agency has negotiated and agreed the pricing with the media owners and the OGP the agency shall be required to use this pricing going forward. However, agencies should endeavour to secure prices and conditions that meet strategic requirements of each campaign and also exploit any market opportunities to exceed Agency of Record-negotiated prices and conditions, for example via availing of short term special offers, seasonal discounts or other tactical buying strategies.

12. Please review the example Call-Off Services Contract included in Appendix 8. There is no requirement to complete or sign any part of the Call-Off Services Contract at Appendix 8 at this stage.

Part B: Award Criteria

Criteria	Mark Available	Minimum Quality Threshold
B1. Understanding the challenges of the *DSP* brief	1000	600
B2. Understanding of *DSP's* target audience(s) and especially their media behaviour	1000	600
B3. Creativity of the Agency's approach in forming the media strategy	1000	600
B4. Effectiveness and efficiency of recommended media plan and fit with recommended media strategy	1500	900
B5. Quality and balance of team and resources offered to *DSP*	1500	900
B6. Cost – Agency annual fee	3000	N/a
Added value offered by the Agency	1000	600
Total	10000	6000

Criteria B1, B2, B3 and B4 will be scored on the basis of the Agency's response to the brief in Appendix 2

Scoring Methodology for criteria B1, B2, B3, B4 and B5

Weighting	Meaning
81% to 100%	A response with very few or no weaknesses that fully meets or exceeds requirements, and provides comprehensive, detailed, and convincing assurance that the Tenderer will deliver to an excellent standard.
61% to 80%	A response that demonstrates real understanding of the requirements and assurance that the Tenderer will deliver to a good or high standard.
41% to 60%	A response which demonstrates a reasonable understanding of requirements and gives reasonable assurance of delivery to an adequate standard but does not provide sufficiently convincing assurance to award a higher mark.
21% to 40%	A response where reservations exist. Lacks full credibility/convincing detail, and there is a significant risk that the response will not be successful.
1% to 20%	A response where serious reservations exist. This may be because, for example, insufficient detail is provided, and the response has fundamental flaws, or is seriously inadequate or seriously lacks credibility with a high risk of non-delivery.
0%	Response completely fails to address the criterion under consideration.

Marks for Cost Criteria (B6) will be allocated using the following formula:

$$\text{Cost Score} = \frac{\text{Lowest Tendered Total Annual Fee}}{\text{Tendered Total Annual Fee under evaluation}} \times \text{Maximum Number of Marks Available}$$

If applicable, Tenderers must score any minimum marks allocated to all non-cost criteria (i.e. criteria B1, B2, B3, B4 and B5) in the SRFT in order to come under consideration for awarding of the contract. Failure to achieve the minimum mark in any of these non-cost criteria will result in the Tenderer being eliminated from the competition.

Tie Break: If the evaluation results in a tie between two or more Tenders, then the Tender with the highest overall 'Qualitative' score (total of Criteria B1, B2, B3, B4 and B5) shall be deemed the Most Economically Advantageous Tender.

In the event of a tie and there being no difference in the 'Qualitative' scores, then the Tender with the highest score for the criterion 'Cost' shall be deemed the Most Economically Advantageous Tender.

12. This SRFT contains no contractual offer of any kind. Any Tender will be regarded as an offer by the Tenderer and not as an acceptance by the applicant of an offer made by ***The Department of Social Protection (DSP).*** No contractual relationship will exist except pursuant to a written Service Level Agreement signed by a representative of the Framework Client and any successful Tenderer for the specified services.

13. Tenderers are advised that ***The Department of Social Protection (DSP)*** is subject to the Freedom of Information (FOI) Acts, 2014. If a Tenderer considers that any of the information supplied in their Tender response is either commercially sensitive or confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will, in response to a request under the FOI Act, be examined in the light of the exceptions provided for in the Act.

Part C: Appendices

Appendix 2 – Framework Client Background

The Department of Social Protection serves a wide and diverse group of clients including families, people in employment, unemployed people, people with illnesses and disabilities, carers and older people. In more recent times, the Department has expanded its remit to provide a range of services to employers and it has invested significantly in developing its employer relationship capacity to position the Department as a partner of first choice for employers in relation to recruitment and employment support services.

The Department administers over 70 separate schemes and services, which affect the lives of almost every person in the state. Key services include:

- payment of a wide range of social insurance and social assistance income support schemes such as child benefit, jobseeker payments, illness benefits, pensions and supplementary welfare allowances
- integration, through Intreo services, of employment services and benefit payment services, to ensure that the payment of income supports to people who do not have a job is directly linked to the equally important task of supporting people in their pursuit of employment, training and education opportunities, in order to improve their life chances
- provision of a range of employment supports, internship opportunities, guidance and placement services to help jobseekers find and secure employment
- delivery of a range of employer services including recruitment services, online publication of job vacancies, employment supports (e.g. wage subsidy schemes available to people with disabilities) and redundancy and insolvency services
- a range of community services to promote social inclusion and provide a pathway to employment for those who are unemployed
- the development of appropriate and robust policies in areas such as pensions, child income support, jobseekers and activation
- Co-ordination of the implementation of Government strategies for social inclusion under the National Action Plan for Social Inclusion and the Europe 2020 strategy for jobs and growth.

Each week, nearly 1.6 million people receive a social welfare payment and, when qualified adults and children are included, almost 2.1 million people benefit from these payments. Over 619,000 families receive child benefit payments in respect of almost 1.2 million children each month. Some €19.9 billion (provisional outturn) was spent by the Department in 2015.

The activities of the Department in 2015 included:

- 1.7 million applications processed
- 32.2 million scheme payments made
- more than 1.1 million control reviews carried out
- 3.3 million telephone calls answered
- 25,100 social welfare appeals finalised
- almost 121,000 job opportunities advertised nationally
- almost 170,000 PPS numbers allocated to clients from over 130 countries, and

- Almost 630,000 Public Services Cards (PSC) issued, bringing to 1.75 million the number of PSCs issued by the end of 2015.

The Framework Client - DSP proposes to engage in a competitive process in order to establish a Single-operator framework agreement for Media Strategy, Planning and Buying Services.
This is for 3 individual campaigns and will only be for the duration of the three campaigns identified:

-
- **"Anti-Social Welfare Fraud"** Awareness Campaign – April 2017.
-

The framework agreement will be established on the basis of this SRFT competition. The estimated cumulative budget for this competition is €370,000 +/- 20%. The Framework Client reserves the right to increase or decrease this budget at any stage throughout the competition or during the services contract.

The budgets breakdown is as follows:

-
- **Anti-Social Welfare Fraud Campaign** €100,000 (April 2017)
-

All budgets listed are exclusive of VAT

All budgets are to include media costs and agency fees.

Appendix 2 – Service Requirements & Specifications

The Services shall consist of all media planning and buying services incorporating digital media reasonably required by ***DSP*** and in any event shall include the following:

1. Analysis of the media consumption habits of those segments of society at which **DSP's** communications strategy and messages are primarily targeted as outlined in the brief provided.
2. Assistance with development of ***DSP's*** integrated marketing communications plans.
3. Preparation of media strategy and media plan based on brief supplied by ***DSP***.
4. Advice and assistance on any media planning and buying issues relating to Advertising campaign undertaken by or on behalf of ***DSP*** in response to the brief provided.
5. Purchase of media space as per Lot 1 agency prices and quality parameters on behalf of ***DSP***. The Agency should seek to improve on these prices and quality where viable as well as deliver added-value media elements in line with ***DSP's*** media strategies. **For the purpose of this SRFT this requirement does not apply. The agency will be required to use their own current prices and quality parameters. Please see above Part A Clause 11.**
6. Ongoing analysis of media performance whilst in campaign (e.g. Costs, Tvrs, Grps, Impressions, Views, Coverage/Frequency, access to required quality of media inventory), noting any issues and advising, in a timely manner, of recommended remedial actions in order to deliver optimal communication levels.
7. Provision, on a timely basis, of post campaign reports against buying objectives and targets. This is to include media pricing reporting and variances.
8. Advising in post campaign reports, where improvements in performance can be made for future campaigns.
9. To liaise and co-operate with, and ***DSP's*** creative advertising services agencies, it's public relations agencies and other third parties, including media outlets, digital partners and print and production companies, as required for the successful delivery of effective media communications.
10. Implementing and operating a rigorous quality control system to monitor the provision of the Services in accordance with agreed practices and procedures.
11. The operation of strict budgetary controls and reporting systems in relation to the provision of the Services, including without limitation in respect of media fees and media costs.
12. Submission (if requested) to media buying performance auditing by such persons as ***DSP*** may designate from time to time during the Term and for a period of three (3) years thereafter, including the timely provision of data required by any Auditor.
13. Addressing *ad-hoc* requests from ***DSP*** in relation to tactical opportunities that may arise from time to time.
14. Analysis and interpretation of ***DSP*** data to assess its impact upon media planning and buying decisions.
15. All work will be carried out in compliance to ***DSP's*** brand guidelines.

Redact s29
& s30(1)(b)

Redact S29
& S30(1)(b)

Appendix 4 – Creative Work

Creative for this campaign is currently in development and will be shared with the successful agency prior to final media plan approval.

Appendix 5 – Proposed Media & Number of Hours and Media Fees

Please see Appendix 5 spreadsheet which was sent through the www.etenders.gov.ie messaging facility with this CRFT.

This spreadsheet must be completed and sent back with your Tender before the deadline of receipt of Tenders.

The fee quoted should relate to the agency fee to complete the 3 campaigns planned for 2017 as specified in Appendix 1.

Appendix C Confidentiality Agreement between Contractor and Contracted Client

(To be completed post mini competition) – THIS IS ONLY INCLUDED FOR REVIEW PURPOSES AND DOES NOT NEED TO BE COMPLETED AT THIS STAGE

THIS AGREEMENT is made on the [date] day of [month] 20[year] BETWEEN:

[Insert name of Framework Client; insert when signing], of [insert Address] (hereinafter "the Client") of the one part; and

[Contractor's legal name: to be completed on signing.], of [Contractor's address: to be completed on signing.] (Hereinafter called "the Contractor") of the other part.

WHEREAS

A. The Minister for Public Expenditure and Reform ("the Contracting Authority") invited responses ("Tenders") to Request for Tenders dated 21 August 2015 ("RFT") from economic operators ("Tenderers") for participation in a Framework for the provision of the services as described in Appendix 1 to the RFT, "Requirements and Specifications", ("the Services"). The Contractor submitted a response to the RFT dated the [Insert Date of Tender].

B. The Contracting Authority and the Contractor entered into a framework agreement 01 March 2016 (the "Framework Agreement"). Parties eligible to participate in this Framework (if any) are identified in the Framework Agreement and in the RFT. The Client is eligible to participate.

C. By Request for Supplementary Tender dated [insert date of SRFT] ("the SRFT"), the Client invited responses from Framework Members to the SRFT for the provision of Services. The Contractor submitted a response to the SRFT dated the [Date of Tender] (the "Response").

D. The Contractor has been identified as the preferred bidder pursuant to the SRFT ("the Mini-Competition").

E. For the purposes of the Mini-Competition and any subsequent contract awarded thereunder (if any) ("the Contract") certain confidential information (the "Confidential Information") as defined at clause 2 of this Agreement, will be furnished to the Contractor. The Confidential Information is confidential to the Client.

NOW IT IS HEREBY AGREED in consideration of the sum of €1 (the receipt of which is hereby acknowledged by the Contractor) as follows:

1. The Contractor acknowledges that Confidential Information may be provided to him by the Client and that each item of Confidential Information shall be governed by the terms of this Agreement.

2. For the purposes of this Agreement "Confidential Information" means:

   2.1 unless specified in writing to the contrary by the Client all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the provision of services under the Contract and or relating to the Client and all and any information supplied or made available to the Contractor (to include agents, subcontractors, customers and suppliers) for the purposes of the Framework Agreement and/or the Contract; and

   2.2 any and all information which has been derived or obtained from information described in sub-paragraph 2.1.

3. Save as may be required by law (or any statutory regulation or order having the force of law) or for the purpose of any proceedings in court or any tribunal of fact or law; or by order, request, regulation of any person or body or authority with whose order or requests the Contractor is obliged to comply, the Contractor agrees in respect of the Confidential Information:

3.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;

3.2 not, without the Client's prior written consent, to communicate or disclose any part of such Confidential Information to any person except

i to those employees, agents, subcontractors and other suppliers on a need to know basis; and/or

ii to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor.

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Client; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Agreement.

4. The obligations in this Agreement will not apply to any Confidential Information:

i in the Contractor's possession (with full right to disclose) before receiving it from the Client; or

ii which is or becomes public knowledge other than by breach of this clause; or

iii is independently developed by the Contractor without access to or use of the Confidential Information; or

iv is lawfully received from a third party (with full right to disclose).

5. The Contractor undertakes:

5.1 to comply with all directions of the Client with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts, 1988 and 2003);

5.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Client including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the Client including by police authorities;

5.3 upon termination of the Mini-Competition (or Contract) for whatever reason to furnish to the Client, all Confidential Information or at the written direction of the Client to destroy in a secure manner all (or such part or parts thereof as may be identified by the Client) Confidential Information in its possession and shall erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Client so request in writing; or

an exception to its obligations under this clause 5.3 the Contractor may retain one copy of the Confidential Information, in paper form, in the Contractor's legal files for the purpose of ensuring compliance with its obligations under this Agreement. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not; and

5.4 to comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:

i Data Protection Acts, 1988 and 2003 and

ii All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.

6. The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to him by the Client and the Contractor so acknowledges and confirms.

7. The Contractor shall, in the performance of the Contract, access only such hardware, software, infrastructure, or any part of the Client's databases, data or ICT system(s) as may be necessary for the purposes of the Mini-Competition (and obligations thereunder or arising therefrom) and only as directed by the Client and in the manner agreed in writing between the Parties.

8. The Contractor agrees that this Agreement will continue in force notwithstanding any court order relating to the Mini-Competition or termination of the Framework Agreement or termination of the Contract (if awarded) for any reason.

9. The Contractor agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

SIGNED for and on behalf of the Client	**SIGNED** for and on behalf of the Contractor
(being a duly authorised officer)	
Witness	Witness

Appendix 2 – Call Off Service Contract

(To be completed post mini competition) – THIS IS ONLY INCLUDED FOR REVIEW PURPOSES AND DOES NOT NEED TO BE COMPLETED AT THIS STAGE

[Insert Framework Clients full legal name - to be completed on signing.]

And

[Insert successful Contractor's full legal name - to be completed on signing.]

Services Call-Off Contract

Relating to the Provision of Services pursuant to Request for Tenders for the Establishment of a "Multi Supplier Framework Agreement for the provision of Republic of Ireland Media Strategy, Planning and Buying (Implementation) Services"

[Contractor's full legal name: to be completed on signing], of [Contractor's ad-dress: to be completed on signing] (the "Contractor") (each a "Party" and together the "Parties").

WHEREAS

A. Following a Public Procurement Competition to establish a Multi-Supplier Framework Agreement for the supply of Republic of Ireland Media Strategy, Planning & Buying (Implementation) Services (the "**Framework Competition**"), on _____ the Minister for Public Expenditure and Reform (the "**Contracting Authority**") and the Contractor entered into a Framework Agreement (the "**Framework Agreement**"). Other Contractors also entered into similar agreements with the Minister in relation to the supply of Republic of Ireland Media Strategy, Planning & Buying (Implementation) Services and a Framework Agreement was established. The Framework Agreement is incorporated by reference into this Services Call-Off Contract. Parties eligible to participate in this Framework Agreement (if any) are identified in the Framework Agreement(s) and in the Request for Tenders Documentation.

B. The Framework Client is one of a number of public sector entities which is entitled to avail of the Framework arrangements established by the Contracting Authority/OGP.

C. Pursuant to these Framework arrangements, and following the issue of a Supplementary Request for Tenders (in accordance with the Framework Agreement) dated [**insert date of SRFT**] ("**SRFT**") to the Contractors, the Framework Client conducted a Mini-Competition ("**Mini-Competition**") for the provision of Republic of Ireland Media Strategy, Planning & Buying (Implementation) Services. References to the SRFT shall include any clarifications issued by the Framework Client and same are attached hereto in Schedule D.

D. The Contractor submitted a response to the SRFT dated the [**Date of Tender**] ("the **Submission**"). References to the Submission shall include any clarifications issued by the Contractor and same are attached hereto in Schedule G. The Contractor was successful in this Mini-Competition.

E. The Framework Client now wishes to appoint the Contractor to this Services Call-off Contract for the provision of Republic of Ireland Media Strategy, Planning & Buying (Implementation) Services and the Contractor is willing to accept this appointment upon the terms and condition set out herein.

IT IS AGREED AS FOLLOWS:

1. The Contractor agrees to provide to the Framework Client Republic of Ireland Media Strategy, Planning & Buying (Implementation) Services described in **Schedule C** in accordance with

this Services Call-off Contract ("**Services Call-off Contract**") in consideration for the Charges stipulated in **Schedule E** ("**Charges**"). The services described in **Schedule C and Schedule E**, as performed in accordance with **Schedule F** (Submission to Framework Competition) and Schedule G (Submission to SRFT) and the remainder of this Services Call-off Contract, shall be referred to herein as the "Services".

2. The Framework Client agrees to pay the Charges to the Contractor as stipulated in **Schedule E**. The Charges are exclusive of VAT which shall be due at the rate applicable on the date of the VAT invoice.

3. For the purposes of this Services Call-Off Contract, the Framework Client's Contact is

   [insert contact name, email address & phone number] of **[insert contact address];**

   The Contractors Contact is

   [insert contact name, email address & phone number] of **[insert contact address]**

4. This Services Call-Off Contract is governed by the terms and conditions as set out in **Schedules A and B,** and comprises the following parts:

   - this Main Body of Services Call-off Contract;
   - Schedule A – General Terms and Conditions;
   - Schedule B – Special Terms and Conditions;
   - Schedule C – Services Specifications;
   - Schedule D – SRFT and Clarifications Issued by or on behalf of Framework Client;
   - Schedule E – Charges;
   - Schedule F – Contractor's Submission to Framework Competition and Clarifications issued by Contractor;
   - Schedule G – Contractor's Submission to SRFT and Clarifications issued by Contractor;

5. In the event of conflict or inconsistency between these various parts, in the following order of priority shall apply:

   - The Main Body of this Services Call-off Contract;
   - Special Terms and Conditions (Schedule B);
   - SRFT and Clarifications (Schedule D);
   - Services Specification (Schedule C);
   - Charges (Schedule E);
   - General Terms and Conditions (Schedule A),
   - Framework Supplier's Submission to SRFT and Clarifications (Schedule G);
   - Framework Supplier's Submission to Framework Competition and Clarifications (Schedule F).

4. This Services Call-Off Contract shall take effect on the date hereof ("**the Effective Date**") and shall expire on [**insert date**], unless it is otherwise terminated in accordance with the provisions of this Services Call-Off Contract or otherwise lawfully terminated or otherwise lawfully extended as agreed between the Parties ("**the Initial Term**").

   The Framework Client reserves the right to extend the Term for a period of up to 12 months subject to its obligations at law. The Services Call-off Contract shall not exceed four (4) years in aggregate. The Initial Term and any extension thereto are referred to herein as the "Term"

IN WITNESS WHEREOF this Services Call-Off Contract has been executed by the Parties hereto as of the date first above written.

SIGNED by _____,	**SIGNED** by _____,
being an Officer so authorised by the **CONTRACTING AUTHORITY/OGP**	being an Officer so authorised by the **CONTRACTOR**
in the presence of:	in the presence of:
_____	_____
Witness	Witness

3. Contractor's obligations

A. The Contractor undertakes to perform its obligations arising from this Services Call-Off Contract with due care, skill and diligence in the provision of the Services and generally in the carrying out of its obligations under this Services Call-Off Contract and in the appointment, monitoring and retention of its agents and subcontractors. The Contractor shall require its agents and subcontractors to exercise due care, skill and diligence in the provision of Services and generally in the carrying out of obligations allocated by the Contractors to its agents and subcontractors under this Services Call-Off Contract.

B. In consideration of the payment of the Charges and subject to Clause 4 the Contractor shall:

1. Provide the Services in accordance with:
   - the General Terms and Conditions (this Schedule A);
   - the Special Terms and Conditions (Schedule B);
   - the Services Specification (Schedule C);
   - the SRFT (Schedule D);
   - the Charges (Schedule E);
   - the Contractor's Submission to the Framework Competition (Schedule F);
   - the Framework Supplier's Submission to the SRFT (Schedule G); and
   - all other reasonable directions of the Framework Client; and all other terms and conditions of this Services Call-off Contract.

2. Comply with and implement any policies, guidelines and/or any project governance protocols issued by the Framework Client from time to time and notified to the Contractor in writing;

3. Comply with all local security arrangements as notified to it by the Framework Client;

4. Provide the Services in accordance with good industry practice and comply with all applicable laws with particular but not exclusive regard to the requirements of the Safety Health and Welfare at Work Act 2005, the Waste Management Act 1996, the Data Protection Acts 1988 and 2003, Freedom of Information Acts 1997 and 2003 and all Labour and Employment legislation. The Contractor will be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the employment, remuneration, taxes, immigration and work permits of all personnel retained for the purposes of complying with this Services Call-Off Contract. The Contractor must comply with any applicable statutory terms relating to minimum pay and to any applicable legally binding sectoral agreements; and

5. Comply with the Special Conditions, if any, set out in Schedule B ("Special Condi-

tions").

C. The Contractor is deemed to be the prime contractor under this Services Call-Off Contract and the Contractor assumes full responsibility for the delivery of the Services and shall assume all the duties, responsibilities and obligations associated with the position of prime contractor. The Contractor as prime contractor hereby assumes liability for its subcontractors and shall ensure that its subcontractors shall comply in all respects with the relevant terms of this Services Call-Off Contract to the extent that it or they are retained by the Contractor.

D. During this Services Call-Off Contract the Contractor shall be an independent contractor and not the employee of the Framework Client. Neither Party shall have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, and/or fiduciary or other relationship between the Parties for any purpose. The officers, employees or agents of the Contractor are not and shall not hold themselves out to be (and shall not be held out by the Contractor as being) servants or agents of the Framework Client for any purposes whatsoever.

E. The Contractor shall comply with all applicable obligations arising pursuant to the European Communities (Protection of Employees' Rights on Transfer of Undertakings) Regulations 2003 (S.I. No. 131 of 2003) and Council Directive 2001/23/EC (together the "Regulations") and failure to so comply shall constitute a material breach of this Services Call-Off Contract. The Contractor shall indemnify, save harmless and keep the Framework Client indemnified from and against all liabilities (including the cost of wages, salaries and other remuneration or benefits, expenses, taxation, PRSI payments, health contributions, levies, losses, claims, demands, actions, fines, penalties, awards, (including legal expenses on an indemnity basis)) from, or incurred by reason of, any claims made against the Framework Client under the Regulations by any Affected Employees. Affected Employees shall mean those employees in respect of whom the Regulations may be deemed to apply in connection with this Agreement.

Delivery of the Services

A. The Contractor shall provide the Services at the time(s), to the location(s) and on the date(s) specified in the Specification or otherwise agreed in writing between the Parties in accordance with Clause 11.

B. The Framework Client acknowledges that the Contractor may from time to time be dependent on the Framework Client to facilitate the Contractor in the carrying out of its duties under this Services Call-Off Contract. The Framework Client agrees to use its reasonable endeavours to so facilitate the Contractor within the timescales and in the manner agreed by

it in writing in accordance with Clause 11.

Key Personnel

The Contractor undertakes and acknowledges that it is responsible for ensuring that all key personnel as specified in the response to the SRFT, the Submission ("**Key Personnel**"), assigned by it to provide the Services shall be available for the term of this Services Call-Off Contract. The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Framework Client. In the event that any of the Key Personnel assigned by the Contractor to provide the Services under this Services Call-Off Contract becomes unable to provide the Services for whatever reason then, the Contractor acknowledges and undertakes that it shall immediately notify the Framework Client in writing of the inability of any Key Personnel and replace that person with a person of equivalent experience and expertise ("**Replacement Personnel**"). The Contractor shall provide to the Framework Client such details as the Framework Client may reasonably require in writing regarding any Replacement Personnel. The Framework Client shall have absolute discretion as to the suitability of any proposed Replacement Personnel.

Payment

A. Subject to the provisions of this Clause 4 the Framework Client shall pay and discharge the Charges (plus any applicable VAT), in the manner specified at **Schedule E**. Invoicing arrangements shall be on such terms as may be agreed between the Parties.

B. Discharge of the Charges is subject to:

1. Compliance by the Contractor with the provisions of this Services Call-Off Contract including but not limited to any milestones, compliance schedules and/or operational protocols in place pursuant to **Clause 11A** from time to time;
2. The furnishing by the Contractor of a valid invoice and such supporting documentation as may be required by the Framework Client from time to time. Any Contractor pre-printed terms and conditions are hereby disallowed;
3. Invoices being submitted to the Framework Client's Contact (as set out in this Services Call-Off Contract or such other alternative contact as may be agreed between the Parties). All and any queries relating to the invoice and/or the Services for any billing period (including whether or not Services have been accepted, rejected, satisfactorily re-performed or as the case may be) must be raised by the Framework Client's Contact within 11 calendar days of receipt of invoice. In circumstances where no queries are raised within the said 11 day period the invoice shall be deemed accepted. Upon resolution of any queries on the invoice to the satisfaction of the Framework Client or upon such deemed acceptance the invoice shall be payable by the Framework Client. Payment is subject to any rights reserved by the

Framework Client under Special Condition 4; and

4. The Framework Client being in possession of the Contractor current Tax Clearance Certificate. The Contractor shall comply with all EU and domestic taxation law and requirements including but not limited to the terms of Circular 43/2006 issued by the Department of Finance, a copy of which is available at www.finance.gov.ie. The Contractor may supply the certificate and registration numbers, as they appear on the Tax Clearance Certificate, to facilitate on-line verification of their tax status by the Framework Client. If a Tax Clearance Certificate is not produced by the Contractor upon request by the Framework Client, the Framework Client may terminate this Services Call-off Contract upon written notice to the Contractor.

C. The provisions of the Prompt Payment of Accounts Act 1997, as amended or revised, and the European Communities (Late Payment in Commercial Transactions) Regulations, 2012 shall apply to all payments. Incorrect invoices will be returned for correction with consequential effects on the due date of payment.

D. Wherever under this Services Call-Off Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Framework Client in respect of any breach of this Services Call-Off Contract), the Parties may agree to deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Services Call-Off Contract or under any other agreement or contract with the Framework Client. Any overpayment by either Party, whether of the Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

E. The Charges shall include any and all expenses incurred by the Contractor, its employees, servants and agents in the performance of the Services. Any currency variations occurring over the period of the Services Call-Off Contract will be borne by the Contractor.

F. Charges shall be discharged as provided for in this clause subject to the retention by the Framework Client in accordance with Clause 523 of the Taxes Consolidation Act, 1997 of any withholding taxes payable to the Contractor. Any and all taxes applicable to the provision of the Services will be the sole responsibility of the Contractor and the Contractor so acknowledges and confirms.

H. The Framework Client shall receive (whether by way of offset or deduction against the Agency's remuneration or by way of payment in cash, as the Framework Client may reasonably determine) the entire benefit of all commissions, discounts, rebates (including prompt payment rebates), so called "agency volume bonifications" (AVBs) and other monetary benefits derived from the handling by the successful Agency(s) of this Services Call-Off Con-

tract.

Warranties, Representations and Undertakings

A. The Contractor warrants, represents and undertakes that:

1. it has the authority and right under law to enter into, and to carry out its obligations and responsibilities under this Services Call-Off Contract and to provide the Services hereunder;
2. it is entering into this Services Call-Off Contract with a full understanding of its material terms and risks and is capable of assuming those risks;
3. it is entering into this Services Call-Off Contract with a full understanding of its obligations with regard to taxation, employment and environmental protection and is capable of assuming and fulfilling those obligations;
4. it has acquainted itself with and shall comply with all legal requirements or such other laws, recommendations, guidance or practices as may affect the provision of the Services as they apply to the Contractor;
5. it has taken all and any action necessary to ensure that it has the power to execute and enter into this Services Call-Off Contract;
6. none of the excluding circumstances listed in Article 45 of EU Directive 2004/18/EC as implemented into Irish law by European Communities (Award of Public Authorities' Contracts) Regulations 2006 (S.I. No. 329 of 2006) apply to the Contractor, remains unchanged;
7. it owns, has obtained or is able to obtain, valid licenses for all Intellectual Property Rights (as defined in Clause 7 below) that are necessary for the performance of its obligations under this Services Call-Off Contract and for the Framework Client to obtain the benefit of the Services for its business purposes; and
8. it retains and shall maintain for the Term insurances for the nature and amount specified in the SRFT. The Contractor undertakes to advise the Framework Client forthwith of any material change to its insured status, to produce proof of current premiums paid upon written request and where required produce valid certificates of insurance for inspection. The Contractor shall carry out all directions of the Framework Client with regard to compliance with this Clause 5A.8.
9. the Framework Client shall be under no obligation to activate any minimum number or value of Services.

B. The Contractor undertakes to notify the Framework Client forthwith of any material change to the status of the Contractor with regard to the warranties, representations and undertakings as set out at Clause 5A and to comply with all reasonable directions of the Framework

Client with regard thereto which may include termination of this Services Call-Off Contract.

6. Remedies

A. The Contractor shall be liable for and shall indemnify the Framework Client for and in respect of all and any losses, claims, demands, damages or expenses which the Framework Client may suffer due to and arising directly as a result of the negligence, act or omission, breach of contract, breach of duty, insolvency, recklessness, bad faith, willful default or fraud of the Contractor, its employees, subcontractors or agents or any of them or as a result of the Contractor's failure to exercise care as outlined in Clause 1. The terms of this Clause 6A shall survive termination of this Services Call-Off Contract for any reason.

B. Save in respect of fraud (including fraudulent misrepresentation), personal injury or death, neither Party will be liable for any indirect losses (including loss of profit, loss of revenue, loss of goodwill, indirectly arising damages, costs and expenses) of any kind whatsoever and howsoever arising even if such Party has been advised of their possibility.

C. Should the Framework Client find itself obliged to order elsewhere in consequence of the failure of the Contractor to deliver Services, the Framework Client shall be entitled to recover from the Contractor any excess prices which may be paid by the Framework Client.

D. Except as otherwise expressly provided by this Services Call-Off Contract, all remedies available to either Party for breach of this Services Call-Off Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

7. Intellectual Property

A. Intellectual Property Rights ("**IPR**") means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, copyrights and copyright rights, trade dress, business and product names, logos, slogans, trade secrets, industrial models, utility models, design models, designs, rights in contidential information, know-how, rights in the nature of unfair competition rights and rights to sue for passing off, and all pending applications for and registrations of patents, trademarks, service marks, and copyrights together with all connected and similar or analogous rights in any country or jurisdiction for the full term thereof.

B. Pre-existing IPR means all IPR existing prior to the date of this Services Call-Off Contract and all IPR in any materials, acquired or developed by or for Contractor or Framework Client independently of this Services Call Off Contract and any IPR in Contractor's standard hardware and software products or modifications or updates to such products.

C. All IPR title and interest in all reports, data manuals and/or other materials (other than software) (including without limitation all and any audio or audio visual recordings, transcripts, books, papers, records, notes, illustrations, photographs, diagrams) produced for the purposes of this Services Call-Off Contract (collectively "**Materials**") (or any part or parts thereof) shall vest in the Framework Client and the Contractor so acknowledges and confirms. For the avoidance of doubt the Contractor hereby assigns all Intellectual Property Rights, title and interest in the Materials (including by way of present assignment of future copyright) to the extent that any such Intellectual Property Rights title or interest may be deemed by law to reside in it in the Materials to the Framework Client absolutely.

D. The Framework Client grants to the Contractor a royalty-free non-exclusive license to use the Framework Client's Pre-existing IPR for the Term to the extent necessary to enable the Contractor to fulfill its obligations under this Services Call-Off Contract. Save as expressly set out in this Clause 7 all Pre-Existing IPR shall remain the sole property of the party who owned, acquired or developed such intellectual property.

E. The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced under or in performance of this Services Call-Off Contract.

F. Nothing in this Services Call-Off Contract shall prohibit or be deemed to prohibit the Contractor from providing services similar to the Services to any party/person other than the Parties hereto. In no event shall the Contractor be precluded from independently developing for itself, or for others, materials which are competitive with, or similar to, the Services and to use its general knowledge, skills and experience, and any ideas, concepts, know-how, formats, templates, methodologies and techniques that are acquired or used in the course of providing the Services.

G. The Contractor shall ensure that all and any necessary consents and/or licenses for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Services Call-Off Contract (to include but not be limited to ensuring that the Framework Client shall be vested with all necessary rights so as to enable the Framework Client to enjoy the benefit of the Services for its business purposes). The Contractor hereby indemnifies the Framework Client and shall keep and hold the Framework Client harmless from and in respect of all and any liability loss damages claims costs or expenses which arise by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of this Services Call-Off Contract.

At the option of the Framework Client for and in respect of any such breach, the Contractor shall at its expense and option:

(i) procure the necessary rights for the Framework Client to continue use;

(ii) replace the relevant deliverable with a non-infringing equivalent;

(iii) replace the relevant deliverable to make it non-infringing while giving equivalent performance; or

(iv) if the Contractor cannot obtain the remedies in (i), (ii) or (iii) above, it may direct the return of the deliverable and refund to the Framework Client Charges paid for such deliverable less a reasonable amount for the Framework Client's use of the deliverable up to the time of return, provided such reasonable amount is due to the owner of the said deliverable, TOGETHER with all direct losses thereby accruing to the Framework Client as a result of the breach.

H. Upon the termination of this Services Call-Off Contract for whatever reason, the Contractor shall immediately deliver up to the Framework Client all the Materials prepared up to the date of termination. As an exception to its obligations under this Clause 7H the Contractor may retain one copy of the Materials, in paper form, in the Contractor's legal files for the purpose of and only to the extent necessary for ensuring compliance with its obligations under this Services Call-Off Contract. The provisions of this Clause 7 will survive the expiration or termination of this Services Call-Off Contract for any reason.

8 Confidentiality

8.1 The Contractor acknowledges that Confidential Information may be provided to it by the Framework Client and that each such item of Confidential Information shall be governed by the terms of this Services Call-Off Contract.

8.2 For the purposes of this Services Call-Off Contract "**Confidential Information**" means:

- Unless specified in writing to the contrary by the Framework Client all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the provision of Services under the Services Call-off Contract and/or relating to the Framework Client and all and any information supplied or made available to the Contractor (to include its agents, subcontractors, customers and suppliers) for the purposes of this Services Call-off Contract; and
- Any and all information which has been derived or obtained from information described in the previous sub-paragraph.

8.3 Save as may be required by law (or any statutory regulation or order having the force of law) or for the purpose of any proceedings in court or any tribunal of fact or law; or by order, request, regulation of any person or body or authority with whose order or requests the Contractor is obliged to comply, the Contractor agrees in respect of the Confidential Information:

- to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- to comply with all reasonable directions of the Framework Client with regard to the use and application of all and any Confidential Information;
- not, without the Framework Client's prior written consent, to communicate or disclose any part of such Confidential Information to any person except
    - to its employees, agents, subcontractors and other suppliers on a need to know basis; and/or
    - to the Contractor's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Contractor;

PROVIDED ALWAYS that the Contractor shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Framework Client; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this Services Call-Off Contract. If required by the Framework Client, the Contractor shall ensure that such persons enter into a confidentiality agreement with the Framework Client in a format determined by the Framework Client.

3.4 The obligations in this Services Call-Off Contract will not apply to any Confidential Information:

- In the Contractor's possession (with full right to disclose) before receiving it from the Framework Client; or
- Which is or becomes public knowledge other than by breach of this clause; or
- Is independently developed by the Contractor without access to or use of the Confidential Information; or
- Is lawfully received from a third party (with full right to disclose).

3.5 The Contractor undertakes:

- to comply with all directions of the Framework Client with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts, 1988 and 2003);
- to comply with all directions as to local security arrangements deemed reasonably necessary by the Framework Client including, if required, completion of documentation under the Official Secrets Act, 1963 and comply with any vetting requirements of the Framework Client including by police authorities;
- upon termination of the Competition (or the Services Call-Off Contract) for whatever reason to furnish to the Framework Client, all Confidential Information or at the written direction of the Framework Client to destroy in a secure manner all (or such part or parts thereof as may be identified by the Framework Client) Confidential Information in its possession and shall

erase any Confidential Information held by the Contractor in electronic form. The Contractor will upon request furnish a certificate to that effect should the Framework Client so request in writing. As an exception to its obligations under this clause the Contractor may retain one copy of the Confidential Information, in paper form, in the Contractor's legal files for the purpose of ensuring compliance with its obligations under this Services Call-Off Contract. For the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not; and

- to comply with the requirements of Data Protection law and such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to: Data Protection Acts, 1988 and 2003 and All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring the security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same.

3.6 The Contractor shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to him by the Framework Client and the Contractor hereby acknowledges and agrees to this.

3.7 The Contractor shall, in the performance of the Services Call-Off Contract, access only such hardware, software, infrastructure, or any part of the Framework Client's databases, data or ICT system(s) as may be necessary for the purposes of performing this Services Call-Off Contract (and obligations thereunder or arising therefrom) and only as directed by the Framework Client and in the manner agreed in writing between the Parties.

3.8 The Contractor shall not publicise this Services Call-off Contract unless and until the Contracting Authority has given prior written consent to the relevant communication.

3.9 The Contractor agrees that this Services Call-off Contract will continue in force notwithstanding any court order relating to the termination of the Framework Agreement for any reason.

3.10 The Contractor acknowledges that the security of the State and its information is of paramount importance to the Framework Client. Accordingly the Contractor confirms that it will, from time to time, during the currency of this Services Call-off Contract as may be requested by the Framework Client submit full personal details (including those of subcontractors) who are assigned to provide the Services (or any part thereof) under this Services Call-off Contract. The Contractor further acknowledges that checks may be carried out in relation to all such personnel by police authorities and the Contractor shall comply with all reasonable directions of the Framework Client arising therefrom.

3.11 In circumstances where the Framework Client is subject to the provisions of the Freedom of Information Act 2014, then in the event of the Framework Client receiving a request for information related to this Services Call-off Contract, the Framework Client shall consult with the Contractor in respect of the request. The Contractor shall identify any information that is

not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Framework Client will consult the Contractor about this confidential or commercially sensitive information before making a decision on any Freedom of Information request received. The final decision on disclosure rests with the Office of the Information Commissioner and ultimately, the courts.

8.12 The Contractor agrees that all aspects of this Section 8 shall be governed by and construed in accordance with the laws of Ireland and the Contractor hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with the clauses of this Section 8.

8.13 The terms of this clause 8 shall survive expiry, completion or termination for whatever reason of this Services Call-off Contract.

9. Force Majeure

A. A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party (as defined in Clause 9B below) which has the effect of delaying or preventing that Party from complying with its obligations under this Services Call-Off Contract including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Contractor (or subcontractor or agent) places of business.

B. In the event of any failure, interruption or delay in the performance of either Framework Client or Contractor's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("**the Affected Party**") shall promptly notify the other Party in writing specifying:

1. the nature of the Force Majeure Event;

2. the anticipated delay in the performance of obligations;

3. the action proposed to minimise the impact of the Force Majeure Event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party; provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

C. If the Force Majeure Event continues for 5 days either Party may terminate at 14 days' no-

tice.

D. In circumstances where the Contractor is the Affected Party, the Framework Client shall be relieved from any obligation to make payments under this Services Call-Off Contract save to the extent that payments are properly due and payable for obligations actually fulfilled by the Contractor in accordance with the terms and conditions of this Services Call-Off Contract.

10 Termination

A. Notwithstanding the provisions of Clause 12 and subject to the provisions of Sub-Clause 10B, this Services Call-Off Contract may be terminated by serving 1 month's written notice to the other Party. For greater certainty, neither Party shall be entitled to any additional amounts or compensation in the event that the Services Call-Off Contract is terminated in accordance with this clause 10A.

B. The Framework Client and Contractor shall have the right (in addition to any other rights which it has at law) to terminate this Services Call-Off Contract immediately and without liability for compensation or damages on the happening of any of the following:

1. if the other commits any serious breach or a series of breaches of any provision of this Services Call-Off Contract and fails to remedy such breach(s) (if the breach(s) are capable of remedy) within 14 days after receipt of a request in writing from the other;

and/or

2 if the other becomes insolvent, becomes bankrupt, is wound up, commences winding up, has a receiving order made against it, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt, or an event having an equivalent effect.

C. Where applicable, the Framework Client shall have the right, in addition to any other rights which it has at law, to terminate this Services Call-Off Contract immediately and without liability for compensation or damages in circumstances where the Framework Client becomes aware that any of the excluding circumstances listed in Article 45 of EU Directive 2004/18/EC as implemented into Irish law by European Communities (Award of Public Authorities' Contracts) Regulations 2006 (S.I. No. 329/2006) apply to the Contractor.

D. Termination of this Services Call-Off Contract shall not affect any antecedent and accrued rights, obligations or liabilities of either Party, nor shall it affect any provision of this Services Call Off Contract which is expressly or by implication intended to come into or contin-

ue in force on or after such termination.

E. On expiry or termination of this Services Call-Off Contract, howsoever arising, the Contractor shall immediately return all Confidential Information, records, papers, materials, media and other property of the Framework Client which is in its possession. As an exception to its obligations under this Clause 10E the Contractor may retain one copy of the Materials, in paper form, in the Contractor's legal files for the purpose of and only to the extent necessary for ensuring compliance with its obligations under this Services Call-Off Contract.

F. If requested, the Contractor shall, upon the termination of this Services Call-Off Contract for any reason or prior to the expiration of the Term, promptly furnish such anonymised information relating to the terms and conditions of the employment of all persons providing the Services as may be required by the Framework Client. The Contractor agrees to the Framework Client releasing any such anonymised information to third party tenderers for the purposes of any procurement competition for the provision of the Services upon expiry of the Term or earlier termination of this Services Call-Off Contract for whatever cause.

Contract Management

A. The Framework Client's Contact and the Contractor's Contact shall liaise on a regular basis to address any issues arising which may impact on the performance of this Services Call-Off Contract and to agree milestones, compliance schedules and operational protocols as required by the Framework Client from time to time. If requested in writing by the Framework Client the Contractor shall meet formally with the Framework Client to report on progress and shall comply with all written directions of the Framework Client.

B. The Contractor agrees to:

1. liaise with and keep the Framework Client's Contact fully informed of any matter which might affect the observance and performance of the Contractor's obligations, including the time scale of completion of the key components of the Services;

2. comply with the reporting arrangements and protocols required by the Framework Client from time to time; and

3. comply with all reasonable directions of the Framework Client.

C. The Framework Client or its authorised representative may inspect the Contractor's premis-

es, lands and facilities (or such part or parts thereof relating solely to this Services Call-Off Contract) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with the terms of this Services Call-Off Contract. The Contractor shall comply with all reasonable directions of the Framework Client thereby arising. The cost of inspection shall be borne by the Framework Client.

12. Disputes

Subject to **Clause 13A** and to the Parties' respective rights to apply to the courts upon any cause of action at any time, the Parties shall seek to resolve any disputes between them, arising out of or relating in any way to the issues covered by the Services Call-Off Contract, amicably. The Parties may agree procedures and protocols for dispute resolution from time to time. The Framework Client expects the Contractor to utilise the State's industrial relations procedures, including the Labour Relations Commission and/or the Labour Court, for the purpose of resolving employment disputes with its employees. .

13. Governing Law, Choice of Jurisdiction and Execution

A. This Services Call-off Contract shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Contractor, the Framework Client hereby agree that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Call-off Contract.

B. This Services Call-off Contract shall be executed in duplicate and each copy of the Services Call-off Contract shall be signed by the Contractor and the Framework Client hereto. The Contractor and the Framework Client each confirm that this Services Call-off Contract is executed by their duly authorised officers.

14. Notices

A. Any notice or other written communication to be given under this Services Call-Off Contract shall either be delivered personally or sent by registered post or email or facsimile transmission. The Parties will from time to time agree primary and alternative contact persons and details for the purposes of this Clause 14.

B. All notices shall be deemed to have been served as follows:

1. if personally delivered, at the time of delivery;

2. if posted by registered post, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and

3. if communicated by email or facsimile transmission, at the time of acknowledgement of transmission.

Assignment and Subcontracting

15.1 Subject to a Party's obligations at law and clause 15.2, any assignment to a third party, subcontract or other transfer of a Party's rights or obligations under this Services Call-Off Contract requires the prior written consent of the other Party. Prior to any such assignments, the assignee will be obliged to sign an undertaking to comply with all obligations under this Services Call-Off Contract. Any attempted assignment not complied with in the manner prescribed herein shall be null and void.

15.2 The Framework Client may assign or novate this Services Call-off Contract to the Office of Government Procurement upon written notice to the Contractor.

Entire Services Call Off Contract

This Services Call-off Contract (including the Schedules hereto) constitutes the entire agreement and understanding of the Framework Supplier and Framework Client, and any and all other previous agreements, arrangements and understandings (whether written or oral) between them with regard to the subject matter hereof (save where fraudulently made) are hereby excluded.

Severability

If any term or provision herein is found to be illegal or unenforceable, then such term or provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.

Waiver

No failure or delay by the Contractor or Framework Client to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of same or some other right, power or remedy.

Non-exclusivity

Nothing in this Services Call-Off Contract shall preclude the Framework Client from purchasing services (or Services) from a third party at any time during the currency of the Services Call-Off Contract.

Media

No media releases, public announcements or public disclosures relating to this Services Call-Off Contract or its subject matter, including but not limited to promotional or marketing material, shall be made by the Contractor without the prior written consent of the Framework Client.

Conflicts of Interest and Call off Clause

1. The Contractor confirms that it has carried out a conflicts of interest check and is satisfied that it has no conflicts in relation to the Services and its obligations undertaken under this Services Call-off Contract. The Contractor hereby undertakes to advise the Framework Client forthwith should any conflict or potential conflict of interest come to its attention during the currency of this Call off Contract and to comply with the Framework Client's directions in respect thereof. In the event of a conflict of interest arising, the Framework Client will, at its absolute discretion, decide on the appropriate course of action, which may in so

propriate circumstances include terminating this Call-off Contract by written notice to the Contractor.

B. Any registrable interest involving the Contractor (and any subcontractor or agent as the case may be) and the Framework Client, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Framework Client immediately upon such information becoming known to the Contractor (subcontractor or agent as the case may be) and to comply with the Framework Client's directions in respect thereof, to the satisfaction of the Framework Client. The terms 'registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request. The Framework Client will, at their absolute discretion, decide on the appropriate course of action, which may in appropriate circumstances include terminating this Services Call-off Contract by written notice to the Contractor.

C. The Contractor shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this Clause 21C or the commission of any offence by the Contractor, any subcontractor, agent or employee under the Prevention of Corruption Acts, 1389 to 2005 shall entitle the Framework Client to terminate this Services Call-Off Contract forthwith and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Contractor of the amount or value of any such gift, consideration or commission.

22. Inspection and Access to Premises

A. Save as the Framework Client may otherwise direct, the Contractor is deemed to have inspected the Framework Client's premises, lands and facilities before submitting its Submission and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under this Services Call-Off Contract.

B. Any of the Framework Client's premises made available from time to time to the Contractor by the Framework Client in connection with this Services Call-Off Contract, shall be made available to the Contractor on a non-exclusive license basis and shall be used by the Contractor solely for the purpose of performing its obligations under this Services Call Off Contract. The Contractor shall have use of such premises as licensee and shall vacate the same on completion, termination or abandonment of this Services Call Off Contract.

C. The Contractor shall upon reasonable notice by the Framework Client allow the Framework Client access to its premises (including the premises of any subcontractor or agent) where the Services are being performed for the Framework Client under this Services Call-

Off Contract.

Industry Codes and Voluntary Codes

The Contractor shall prepare all advertising work so that it is legal, decent, honest and truthful in line with industry codes such as the ASAI code and other voluntary codes to which the industry subscribes.

Schedule B to Services Call-Off Contract: Special Conditions

A provision in this schedule shall apply ONLY IF marked as 'applies'.

Special Condition 1 – Delivery

SC 1(A) **Time of delivery shall be of the essence.** This clause **APPLIES** to this contract.

Time of delivery shall be of the essence and if the Contractor fails to deliver the Services within the time promised or specified in the Specification the Framework Client may release itself from any obligation to accept and pay for the Services and/or may terminate this Services Call-Off Contract without prejudice to any other rights and remedies of the Framework Client.

SC 1(B) **Right to Impose Liquidated Damages Claim where Delivery Dates not Complied with.** This clause **APPLIES** to this contract.

Without prejudice to any general right to damages under this Services Call-Off Contract where the Contractor does not provide the Services within delivery dates or lead times in accordance with this Services Call-Off Contract, the Framework Client may, at his discretion, deduct [number] per cent per week, or part thereof, for each week of late delivery of the value of the entire relevant invoice or order as liquidated damages up to a maximum amount of [number] per cent of the Charges (or invoice or order) price for the relevant Services ("**Liquidated Damages Threshold**").

Where the Liquidated Damages Threshold is met or exceeded (being that delivery continues not to be performed after the Liquidated Damages Threshold is met), the Framework Client shall be entitled to:

(1) claim any remedy available to it (whether under this Services Call-Off Contract or otherwise) for loss or damage incurred or suffered by it after the end of the Liquidated Damages Period; and

(2) without prejudice to sub-clause (1), the Framework Client shall be entitled to terminate the Services Call-Off Contract with immediate effect by giving notice in writing to the Contractor.

Special Condition 2 – Price

SC 2 **Price Protection.** This clause APPLIES to this contract.

The Maximum Hourly Rates and Blended Hourly Rates quoted in the Pricing docu-

ment (Schedule E) pursuant to Mini-Competition are the agency's maximum rates for Services Call-Off Contract.

Special Condition 3 – Limitation of Liability

SC 3 **Supplier's Limitation on Liability.** This clause **DOES NOT APPLY** to this contract.

Save in respect of fraud, personal injury or death (for which no limit applies), the limit of the Contractor's aggregate liability to the Framework Client under this Services Call-Off Contract whatsoever and howsoever arising shall not under any circumstances exceed [number] per cent of the Charges paid or projected to be paid (whichever is higher) under this Services Call-Off Contract regardless of the number of claims and in any event shall not be for a sum less than € [insert amount].

Special Condition 4 – Remedies

SC 4(A) **Retention for Cause.** This clause **APPLIES** to this contract.

If for any reason the Framework Client is dissatisfied with the performance of the Contractor, an appropriate sum may be withheld from any payment otherwise due ("the Retention Amount") which Retention Amount shall not at any given time exceed 10% per cent of the Charges. In such event the Framework Client shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction; payment of the Retention Amount will be made upon replacement and/or remedy of the said Services as identified by the Framework Client or resolution of outstanding queries. The Framework Client shall hold the Retention Amount on behalf of the Contractor but without any obligation to invest. The terms of this SC 4(A) shall be without prejudice to and not be in substitution for any remedy of the Framework Client under this Services Call-Off Contract.

Special Condition 5 – Equipment

SC 5 **Supplier to provide Equipment.** This clause **DOES NOT APPLY** to this contract.

SC5(A) The Contractor shall provide all equipment and materials ("Equipment") necessary for the provision of the Services.

SC5(B) All Equipment brought onto the Framework Client's premises shall be at the Contractor's own risk and the Framework Client shall have no liability for any loss of or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to the Framework Client's premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the premises will remain the property of the Contractor.

SC5(C) The Contractor shall maintain and store all items of Equipment within the Framework Client's premises in a safe, serviceable and clean condition.

SC5(D) The Contractor shall, at the Framework Client's written request, at its own expense and as soon as reasonably practicable:

i remove from the Framework Client's premises all Equipment which in the reasonable opinion of the Framework Client is either hazardous, noxious or not in accordance with this Services Call-Off Contract; and

ii replace such item with a suitable substitute item of Equipment.

SC5(E) On completion of the Services the Contractor shall remove the Equipment used by the Contractor to provide the Services and shall leave the Framework Client's premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Framework Client's premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any of its employees or subcontractors.

Special Condition 6 – Non Solicitation Clause

SC 6 **Non-Solicitation.** This clause **DOES NOT APPLY** to this contract.

For the Term and for a period of 12 months thereafter (and save in respect of publicly advertised posts) neither the Framework Client nor the Contractor shall employ or offer employment to any of the other Party's Key Personnel without that other Party's prior written consent.

Special Condition 7 – Change Control Procedure

SC 7 **Change Control.** This clause **APPLIES** to this contract.

Both Parties agree that any request for change to the scope of the Services will be processed in writing according to the following Change Control Procedure.

SC7(A) At any time during the term of this Services Call-Off Contract, either Party may propose a change or changes to any part or parts of this Services Call-Off Contract.

SC7(B) The change control procedures set out in this Schedule will apply to all changes irrespective of whether the Contractor or the Framework Client proposes the change.

SC7(C) A change control notice ("Change Control Notice") shall be prepared for all change requests. The Change Control Notice will provide an outline description of the change requested, the rationale for the change, the effect that the change will have on the Services (where known) and an estimate of the effort and cost required to prepare an impact assessment ("Impact Assessment").

SC7(D) All Change Control Notices proposing changes to this Services Call Off Contract must be submitted for review to the other Party's Contact.

SC7(E) The Parties must indicate their acceptance or rejection of the change control request and/or Impact Assessment within a reasonable timeframe of its completion and Tender Submission for review, subject to a minimum of twenty (20) Calendar days or such other

period agreed between the Parties.

SC7(F) On approval of an Impact Assessment, this Services Call-Off Contract and/or the Schedules should be updated and revised as appropriate and in writing.

SC7(G) In the event that either Party rejects the Impact Assessment, the change(s) shall not take place and the Parties shall continue to perform their obligations under this Services Call-Off Contract.

SC7(H) The Contractor and the Framework Client will agree a reasonable charge in advance for investigating each proposed variation and preparing each estimate, whether or not the variation is implemented. If the Framework Client's request for any variation is subsequently withdrawn but results in a delay in the performance of the Services then the Contractor will not be liable for such delay and will be entitled to an extension of time equal to not less than the period of the delay.

Schedule C to Services Call-Off Contract: Services: The Specification

[Insert when completing contract]

Schedule D to Services Call-Off Contract: SRFT Including Any Clarifications Issued by the Framework Client

[Insert when completing contract]

Schedule E to Services Call-Off Contract: Charges

[Insert when completing contract]

Schedule F to Services Call-Off Contract: Framework Member's Submission to the Framework Competition

[Insert when completing contract]

Schedule G to Services Call-Off Contract: Contractor's Response to the SRFT Including Any Clarifications Issued by the Framework Client

[Insert when completing contract]

Sarah OCallaghan

From: Judy Mathers <Judy.Mathers@ogp.gov.ie>
Sent: 30 January 2017 13:35
To: Sarah OCallaghan; Claire Cluskey
Cc: Mark Holland; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Claire,

Can you send me the cover sheet and media fees spreadsheet also which will go with the SRFT please?

Kind Regards
Judy

Category Specialist Higher
Marketing Communications
Office of Government Procurement
OGP Headquarters,
3A Mayor Street Upper, Dublin 1

Office of Government Procurement

From: Sarah OCallaghan [mailto:Sarah.OCallaghan@welfare.ie]
Sent: 30 January 2017 13:26
To: Claire Cluskey; Judy Mathers
Cc: Mark Holland; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Hi Folks,
Agreed re the basis of fees.

On reflection, it would be difficult currently to put a final budget in place so perhaps lets proceed as planned just with these 3 campaigns.
I'm very tempted to put a yearly budget in place now but again, could not be certain as to certain propose campaigns later in 2017 so any budget estimate for advertising now have been well constructed at this point (nor would we benefit from Claire's insights as to the appropriateness of budgeted amounts). So all in all, more comfortable to work on the basis of what we have specified here which is definite.

We can come back in May, with a clearer idea of final campaigns for 2017 and final budget allocation, if that's ok.

Thanks
Sarah

From: Claire Cluskey [mailto:Claire.Cluskey@ogp.gov.ie]
Sent: 30 January 2017 12:19

To: Judy Mathers
Cc: Mark Holland; Sarah OCallaghan; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Hi Judy, Sarah

I think it has to be the total annual fee relating to the scope of work outlined.

Regards
Claire

On 30 Jan 2017 13:16, "Judy Mathers" <Judy.Mathers@ogp.gov.ie> wrote:

Folks,

Also, it doesn't state in the SRFT has to which method will be used to evaluate the fees, the blended hourly rate or the total estimated annual rate, can you clarify please?

Kind Regards

Judy

Category Specialist Higher

Marketing Communications

Office of Government Procurement

OGP Headquarters,

3A Mayor Street Upper, Dublin 1

From: Sarah OCallaghan [mailto:Sarah.OCallaghan@welfare.ie]
Sent: 30 January 2017 13:09
To: Judy Mathers; Claire Cluskey
Cc: Yvonne Costello; Seamus O'Farrell; Claire Walsh - Sligo
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Absolutely Judy, will get a final budget figure to you shortly!

Bests

Sarah

From: Judy Mathers [mailto:Judy.Mathers@ogp.gov.ie]
Sent: 30 January 2017 12:59
To: Sarah OCallaghan; Claire Cluskey
Cc: Yvonne Costello; Seamus O'Farrell; Claire Walsh - Sligo
Subject: SRFT & Brief - DSP Mini-Competition 2

Hi Sarah / Claire,

I see that you running with just the three campaigns, would it not be better to use this SRFT to put an agency in place for the year?

Kind Regards

Judy

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An Roinn Coimirce Sóisialaí - Víreas-scanta

****

Sarah OCallaghan

From: Claire Cluskey <claire@empirica.ie>
Sent: 31 January 2017 08:37
To: Sarah OCallaghan
Cc: Judy Mathers; Mark Holland; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello
Subject: Re: SRFT & Brief - DSP Mini-Competition 2

Hi Sarah

The tenders are due back Mon 13th
So it would be the 15th you have preference for doing the evaluations?
From our side it would be good to have one more day as we'll be doing some cost analyses against rate card (as requested in the SRFT) as well as strategy review especially if we get 5 responses
So if we could have Tues and Wed to do the analyses and meet on the Thursday please?

Judy - I have looked over the SRFT and it seems all fine to me

Regards
Claire

On 30 January 2017 at 14:39, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:

Hi Judy,

That's fine by me. One tiny change "Anti-Social Welfare Fraud" Might be better titled Social Welfare Anti-Fraud Campaign!

Small change but more correct as I see it now.

Good to go otherwise from my side. As agreed we are giving two weeks to respond – so date is Monday 6th at 5pm?

I'd like if we could evaluate on either Wednesday 8th morning or afternoon to keep us on track for treatment benefits buying/working with our creative company.

Regards
Sarah

From: Judy Mathers [mailto:Judy.Mathers@ogp.gov.ie]
Sent: 0 January 2017 13:21
To: Sarah OCallaghan; Claire Cluskey

Cc: Mark Holland; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello
Subject: SRFT & Brief - DSP Mini-Competition 2

Hi Sarah / Claire,

Can you review attached before it goes to the Framework Members please and let me know that it is ok to go ahead?

Kind Regards

Judy

Category Specialist Higher

Marketing Communications

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3A Mayor Street Upper, Dublin 1

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An Roinn Coimirce Sóisialaí - Víreas-scanta

--
Claire

Claire Cluskey

Sarah OCallaghan

From: Judy Mathers <Judy.Mathers@ogp.gov.ie>
Sent: 31 January 2017 10:12
To: Claire Cluskey
Cc: Sarah OCallaghan; Mark Holland; Seamus O Farrell; Claire Walsh - Sligo; Yvonne Costello
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Great thanks Claire

From: Claire Cluskey [mailto:claire@empirica.ie]
Sent: 30 January 2017 14:09
To: Judy Mathers
Cc: Sarah OCallaghan; Mark Holland; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello
Subject: Re: SRFT & Brief - DSP Mini-Competition 2

Hi Judy

Here you go.....

On 30 January 2017 at 13:34, Judy Mathers <Judy.Mathers@ogp.gov.ie> wrote:

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Office of Government Procurement

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From: Claire Cluskey [mailto:Claire.Cluskey@...ie]
Sent: 30 January 2017 13:10
To: Judy Mathers
Cc: Mark Holland; Sarah OCallaghan; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

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Subject: RE: SRFT & Brief - DSP Mini-Competition 2

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Sent: 30 January 2017 12:59
To: Sarah OCallaghan; Claire Cluskey
Cc: Yvonne Costello; Seamus O'Farrell; Claire Walsh - Sligo
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https://twitter.com/procurement_ie

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An Roinn Coimirce Sóisialaí – Vireas-scanta
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An Roinn Coimirce Sóisialaí – Vireas-scanta
****
***

25

Sarah OCallaghan

From: Claire Cluskey <claire@empirica.ie>
Sent: 31 January 2017 17:24
To: Sarah OCallaghan
Cc: Judy Mathers; Mark Holland; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello; Geraldine Kirwan; Michael Quilty
Subject: Re: SRFT & Brief - DSP Mini-Competition 2

Hi Sarah

Could we please say Thursday 16th Feb at 10am to do the evaluation of your tenders
I assume we will meet at the OGP?

In the interim if you need us to review the questions please let me know

Regards
Claire

On 31 January 2017 at 12:06, Sarah OCallaghan - Sarah.OCallaghan@welfare.ie - wrote:

Hi Claire,
That's fine and correct, if we get 5 responses we'll have time to review properly.
So let me know the best time for same and I'll bring two of the team here with me.
Bests
Sarah

From: Claire Cluskey [mailto:claire@empirica.ie]
Sent: 31 January 2017 08:37
To: Sarah OCallaghan
Cc: Judy Mathers; Mark Holland; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello
Subject: Re: SRFT & Brief - DSP Mini-Competition 2

Hi Sarah

The tenders are due back Mon 13th
So it would be the 15th you have preference for doing the evaluations?
From our side it would be good to have one more day as we'll be doing some cost analyses against rate card (as requested in the SRFT) a

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Sarah OCallaghan

From: Claire Walsh - Sligo
Sent: 01 February 2017 13:15
To: Sarah OCallaghan
Cc: Seamus O'Farrell; Yvonne Costello; Geraldine Kirwan
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Colleagues – it would suit me better for 10.30 to suit the train if you want me to come along?

C

From: Judy Mathers [mailto:Judy.Mathers@ogp.gov.ie]
Sent: 01 February 2017 13:13
To: Claire Cluskey; Sarah OCallaghan
Cc: Mark Holland; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello; Geraldine Kirwan; Michael Quilty
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Hi Folks,

Can you confirm as to whether the evaluation will be the 16th at 10am please as I will nee ook a room here and they are going quickly for February.

Kind Regards
Judy

Category Specialist Higher
Marketing Communications
Office of Government Procurement
OGP Headquarters,
3A Mayor Street Upper, Dublin 1

ocurement.ie

From: Claire Cluskey [mailto:claire.cluskey@mma.ie]
Sent: 31 January 2017 17:24
To: Sarah OCallaghan
Cc: Judy Mathers; Mark Holland

This email has been archived by HP Consolidated Archive.

Sarah OCallaghan

From: Claire Cluskey <claire@empirica.ie>
Sent: 01 February 2017 13:22
To: Michael Quilty
Cc: Mark Holland; Geraldine Kirwan; Sarah OCallaghan; Judy Mathers; Seamus O'Farrell; Yvonne Costello; Claire Walsh - Sligo
Subject: Re: SRFT & Brief - DSP Mini Competition 2

Fine by me too
Claire

On 1 Feb 2017 1:19 PM, "Michael Quilty" <michael@empirica.ie> wrote:

That timing is fine with me.
Michael

On 1 February 2017 at 13:18, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:

Thanks Judy.
Can we say 10.30 on the 16th?
My colleague Claire Walsh will be travelling from Sligo and this is the earliest she can join us.
Best
Sarah

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: Judy Mathers <Judy.Mathers@ogp.gov.ie>
Date: 01/02/2017 13:13 (GMT+00:00)
To: Claire Cluskey <claire@empirica.ie>, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>
Cc: Mark Holland <Mark.Holland@ogp.gov.ie>, Seamus O'Farrell <seamus.ofarrell@welfare.ie>, Claire Walsh - Sligo <Claire.Walsh1@welfare.ie>, Yvonne Costello <yvonne.costello@welfare.ie>, Geraldine Kirwan <Geraldine.Kirwan1@welfare.ie>, Michael Quilty <michael@empirica.ie>
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Hi Folks,

Can you confirm as

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Sarah OCallaghan

From: Judy Mathers <Judy.Mathers@ogp.gov.ie>
Sent: 01 February 2017 13:22
To: Sarah OCallaghan; Claire Cluskey
Cc: Mark Holland; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello; Geraldine Kirwan; Michael Quilty
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Hi Sarah,

Yes that's fine, I have sent a request to book a room for the 16th @ 10:30am.

Kind Regards
Judy

Category Specialist Higher
Marketing Communications
Office of Government Procurement
OGP Headquarters,
3A Mayor Street Upper, Dublin 1

Office of Government Procurement

From: Sarah OCallaghan [mailto:Sarah.OCallaghan@welfare.ie]
Sent: 01 February 2017 13:13
To: Judy Mathers; Claire Cluskey
Cc: Mark Holland; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello; Geraldine Kirwan; Michael Quilty
Subject: Re: SRFT & Brief - DSP Mini-Competition 2

Thanks Judy.
Can we say 10.30 on the 16th?
My colleague Claire Walsh will be travelling from Sligo and this is the earliest she can join us.
Best
Sarah

[illegible]

-------- Original message --------
From: Judy Mathers [illegible]
Date: 01/02/2017 13:13 (GMT+00:00)
To: Claire Cluskey [illegible], Sarah OCallaghan [illegible]
Cc: Mark Holland [illegible], Seamus O'Farrell [illegible], Claire Walsh - Sligo [illegible], Yvonne Costello [illegible], Geraldine Kirwan [illegible], Michael Quilty [illegible]

Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Hi Folks,

Can you confirm as to whether the evaluation will be the 16th at 10am please as I will need to book a room here and they are going quickly for February.

Kind Regards
Judy

Category Specialist Higher
Marketing Communications
Office of Government Procurement
OGP Headquarters,
3A Mayor Street Upper, Dublin 1

Office of Government Procurement

From: Claire Cluskey [mailto:claire@empirica.ie]
Sent: 31 January 2017 17:24
To: Sarah OCallaghan
Cc: Judy Mathers; Mark Holland; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello; Geraldine Kirwan; Michael Quilty
Subject: Re: SRFT & Brief - DSP Mini-Competition 2

Hi Sarah

Could we please say Thursday 16th Feb at 10am to do the evaluation of your tenders. I assume we will meet at the OGP?

In the interim if you need us to review the questions please let me know.

[illegible]
Claire

On 31 January 2017 at 12.06, Sarah OCallaghan [illegible] wrote:

Hi Claire,
That's fine and correct, if we get 5 responses we'll have time to review properly.
So let me know the best time for same and I'll bring two of the team here with me.
Tests
Sarah

From: Claire Cluskey [mailto: [illegible]]
Sent: 31 January 2017 08:37
To: Sarah OCallaghan

Cc: Judy Mathers; Mark Holland; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello
Subject: Re: SRFT & Brief - DSP Mini-Competition 2

Hi Sarah

The tenders are due back Mon 13th
So it would be the 15th you have preference for doing the evaluations?
From our side it would be good to have one more day as we'll be doing some cost analyses against rate card (as requested in the SRFT) as well as strategy review especially if we get 5 responses
So if we could have Tues and Wed to do the analyses and meet on the Thursday please?

Judy - I have looked over the SRFT and it seems all fine to me

Regards
Claire

On 30 January 2017 at 14:39, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:
Hi Judy,
That's fine by me. One tiny change "Anti-Social Welfare Fraud" Might be better titled Social Welfare Anti-Fraud Campaign!
Small change but more correct as I see it now.

Good to go otherwise from my side. As agreed we are giving two weeks to respond –so date is Monday 6th at 5pm?

I'd like if we could evaluate on either Wednesday 8th morning or afternoon to keep us on track for treatment benefits buying/working with our creative company.

Bests
Sarah

From: Judy Mathers [mailto:Judy.Mathers@ogp.gov.ie]
Sent: 30 January 2017 13:34
To: Sarah OCallaghan; Claire Cluskey
Cc: Mark Holland; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello
Subject: SRFT & Brief - DSP Mini-Competition 2

Hi Sarah / Claire,

Can you review attached before it goes to the Framework Members please and let me know that it is ok to go ahead?

Kind Regards
Judy

Category Specialist Higher
Marketing Communications
Office of Government Procurement
OGP Headquarters,
3A Mayor Street Upper, Dublin 1

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Claire

Claire Cluskey

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Claire

Claire Cluskey

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****
**

Sarah OCallaghan

From: Claire Walsh - Sligo
Sent: 10 February 2017 11:58
To: Sarah OCallaghan
Subject: FW: SRFT & Brief - DSP Mini-Competition 2

Hi Sarah

Just checking that this is ok to issue – if you didn't issue already?

Cheers

C

From: Claire Walsh - Sligo
Sent: 09 February 2017 13:45
To: Sarah OCallaghan
Cc: Geraldine Kirwan
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Sarah
Please see draft responses to the clarification sought below…let me know if you want to edit or want me to send back to Mark
Claire

Further to the clarification sought in relation to the SRFT and Brief for the DSP, please see the following responses:

- Can you confirm who specifically qualifies as self-employed? For instance, does this include farmers and small business owners?

Pay Related Social Insurance (PRSI) for the self-employed was introduced in 1988. All self-employed people aged between 16 years and 66 with earnings more than a specified amount (currently €5,000 per annum) must pay PRSI. The class of PRSI contribution paid by self-employed people is Class S.

PRSI Class S is paid by self-employed people such as:
f

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Sarah OCallaghan

From: Claire Walsh - Sligo
Sent: 09 February 2017 13:45
To: Sarah OCallaghan
Cc: Geraldine Kirwan
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Sarah
Please see draft responses to the clarification sought below…let me know if you want to edit or want me to send back to Mark
Claire

Further to the clarification sought in relation to the SRFT and Brief for the DSP, please see the following responses:

- Can you confirm who specifically qualifies as self-employed? For instance, does this include farmers and small business owners?

Pay Related Social Insurance (PRSI) for the self-employed was introduced in 1988. All self-employed people aged between 16 years and 66 with earnings more than a specified amount (currently €5,000 per annum) must pay PRSI. The class of PRSI contribution paid by self-employed people is Class S.

PRSI Class S is paid by self-employed people such as:
- farmers, professional people (for example, doctors, dentists, solicitors etc.),
- people in business on their own or in partnerships, religious, contractors, sub-contractors carrying on independent businesses,
- people with income from investments, rents or

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Sarah OCallaghan

From: Claire Walsh - Sligo
Sent: 09 February 2017 10:05
To: Sarah OCallaghan
Cc: Geraldine Kirwan
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Will do

Claire

From: Sarah OCallaghan
Sent: 09 February 2017 08:37
To: Claire Walsh - Sligo
Cc: Geraldine Kirwan
Subject: Fwd: SRFT & Brief - DSP Mini-Competition 2

Hi Claire,
Would you mind drafting a response to this today please?

In summary I thinks it's a yes, no, yes, no type answer!!

Best
Sarah

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: Mark Holland < Mark.Holland@ogp.gov.ie >
Date: 09/02/2017 08:23 (GMT+00:00)
To: Sarah OCallaghan < Sarah.OCallaghan@welfare.ie >, Judy Mathers < Judy.Mathers@ogp.gov.ie >
Cc: Claire Cluskey < claire@empirica.ie >
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Good morning Sarah

The following question was received in relation to the SRFT and Brief for the DSP.

Can you let me have the answers when convenient so I can circulate it to framework members on etenders.

Regards

Mark Holland

Category Manager
Office of Government Procurement
3A Mayor Street Upper, Dublin 1

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Sarah OCallaghan

From: Claire Walsh - Sligo
Sent: 10 February 2017 12:23
To: mark.holland@ogp.gov.ie
Cc: claire@empirica.ie; Sarah OCallaghan; Geraldine Kirwan
Subject: FW: SRFT & Brief - DSP Mini-Competition 2

Hi Mark

Please see below responses to the clarifications sought on the DSP SRFT. Let me know if I can be of further assistance.

Regards

Claire

Claire Walsh
Information & Customer Services
Department of Social Protection | College Road | Sligo

[redacted]
claire.walsh1@welfare.ie
www.welfare.ie

Further to the clarification sought in relation to the SRFT and Brief for the DSP, please see the following responses:

- Can you confirm who specifically qualifies as self-employed? For instance, does this include farmers and small business owners?

Pay Related Social Insurance (PRSI) for the self-employed was introduced in 1988. All self-employed people aged between 16 years and 66 with earnings more than a specified amount (currently €5,000 per annum) must pay PRSI. The class of PRSI contribution paid by self-employed people is Class S.

PRSI Class S is paid by self-employed people such as:
Farmers, professional people (for example, doctors, dent

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Sarah OCallaghan

From: Claire Cluskey <claire@empirica.ie>
Sent: 10 February 2017 12:28
To: Claire Walsh - Sligo
Cc: mark.holland@ogp.gov.ie; Sarah OCallaghan; Geraldine Kirwan
Subject: Re: FW: SRFT & Brief - DSP Mini-Competition 2

Thanks Claire.

Mark, is it possible to get these responses to the agencies ASAP as the mini competition closes on Monday 13th Feb

Thanks
Claire

On 10 February 2017 at 12:23, Claire Walsh - Sligo <Claire.Walsh@welfare.ie> wrote:

Hi Mark

Please see below responses to the clarifications sought on the DSP SRFT. Let me know if I can be of further assistance.

Regards

Claire

Claire Walsh
Information & Customer Services
Department of Social Protection | College Road | Sligo

[redacted]
Claire.Walsh@welfare.ie
www.welfare.ie

Further to the clarification sought in relation to the SRFT and Brief for the DSP, please see the following responses:

- Can you confirm who specifically qualifies as self-employed? For instance, does this include farmers and small business owners?

Pay Related Social Insurance (PRSI) for the self-employed was introduced in 1988. All self-employed people aged between 16 years and 66 with earnings more than €3,000

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Sarah OCallaghan

From: Claire Walsh - Sligo
Sent: 14 February 2017 14:52
To: Judy Mathers; Sarah OCallaghan
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

No probs Judy

Claire

From: Judy Mathers [mailto:Judy.Mathers@ogp.gov.ie]
Sent: 14 February 2017 14:25
To: Sarah OCallaghan; Claire Walsh - Sligo
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Hi Sarah / Claire,

Apologies Claire. See you both on Thursday.

Kind Regards
Judy

Category Specialist Higher
Marketing Communications
Office of Government Procurement
OGP Headquarters,
3A Mayor Street Upper, Dublin 1

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From: Sarah OCallaghan [mailto:Sarah.OCallaghan@welfare.ie]
Sent: 14 February 2017 13:58
To: Claire Walsh - Sligo
Cc: Judy Mathers
Subject: FW: SRFT & Brief - DSP Mini-Competition 2

Hi Claire,
Just a note to pass these to you for review.

Judy - Claire will be joining us on Thursday from my side.

See you both then.
Rests
Sarah

From: Judy Mathers [mailto:Judy.Mathers@ogp.gov.ie]
Sent:

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Sarah OCallaghan

From: Judy Mathers <Judy.Mathers@ogp.gov.ie>
Sent: 14 February 2017 15:00
To: Michael Quilty
Cc: Sarah OCallaghan; Claire Cluskey; Mark Holland
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Hi Michael,

Yes just those two.

Kind Regards
Judy

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OGP Headquarters,
3A Mayor Street Upper, Dublin 1

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From: Michael Quilty [mailto:michael@empirica.ie]
Sent: 14 February 2017 12:57
To: Judy Mathers
Cc: Sarah OCallaghan; Claire Cluskey; Mark Holland
Subject: Re: SRFT & Brief - DSP Mini-Competition 2

Hi Judy, responses from Group M and PHD were attached. Did just those two tender?
Thanks
Michael

On 14 February 2017 at 12:13, Judy Mathers <Judy.Mathers@ogp.gov.ie> wrote:
Hi Sarah, Claire,

Please see attached the responses for the second mini-competition. See you on Thursday.

Kind Regards
Judy

Category Specialist Higher
Marketing Communications
Office of Government Procurement
OGP Headquarters,
3A Mayor Street Upper

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Sarah OCallaghan

From: Judy Mathers <Judy.Mathers@ogp.gov.ie>
Sent: 15 February 2017 13:02
To: Tender Operations
Cc: Michael Quilty; Claire Cluskey; Sarah OCallaghan
Subject: Questions from the evaluation team

Hi Folks,

RE: RFT 113667 - MMP001F - Mini-Competition for the Provision of Media Strategy, Planning & Buying (Implementation) Services (Lot 2) for the Department of Social Protection.

Can you send the following messages to the select Tenderers below and not to all please. The questions are only relevant to the particular tenderer.:

[redacted]

Kind Regards
Judy

Category Specialist Higher
Marketing Communications
Office of Government Procurement
OGP Headquarters,
3A Mayor Street Upper, Dublin 1

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Sarah OCallaghan

From: Judy Mathers <Judy.Mathers@ogp.gov.ie>
Sent: 15 February 2017 17:36
To: Sarah OCallaghan
Cc: Geraldine Kirwan; Claire Walsh - Sligo
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Hi Sarah,

Of course not, no problem whatsoever.

Judy

From: Sarah OCallaghan [mailto:Sarah.OCallaghan@welfare.ie]
Sent: 15 February 2017 17:26
To: Judy Mathers
Cc: Geraldine Kirwan; Claire Walsh - Sligo
Subject: FW: SRFT & Brief - DSP Mini-Competition 2

Hi Judy,
I trust you won't mind if my colleague Geraldine also joins us tomorrow?
She is a new HEO on my team and I'm keen for her to understanding our tendering process.
See you in the morning at 10.30.
Sarah

From: Judy Mathers [mailto:Judy.Mathers@ogp.gov.ie]
Sent: 14 February 2017 12:14
To: Sarah OCallaghan; Claire Cluskey
Cc: Mark Holland; Michael Quilty
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Hi Sarah / Claire,

Please see attached the responses for the second mini-competition. See ye on Thursday.

Kind Regards
Judy

Category Specialist Higher
Marketing Communications
Office of Government Procurement
OGP Headquarters,
3 A Mayor Street Upper, Dublin 1

nsolidated Archive.

Sarah OCallaghan

From: Judy Mathers <Judy.Mathers@ogp.gov.ie>
Sent: 15 February 2017 13.02
To: Tender Operations
Cc: Michael Quilty; Claire Cluskey; Sarah OCallaghan
Subject: Questions from the evaluation team

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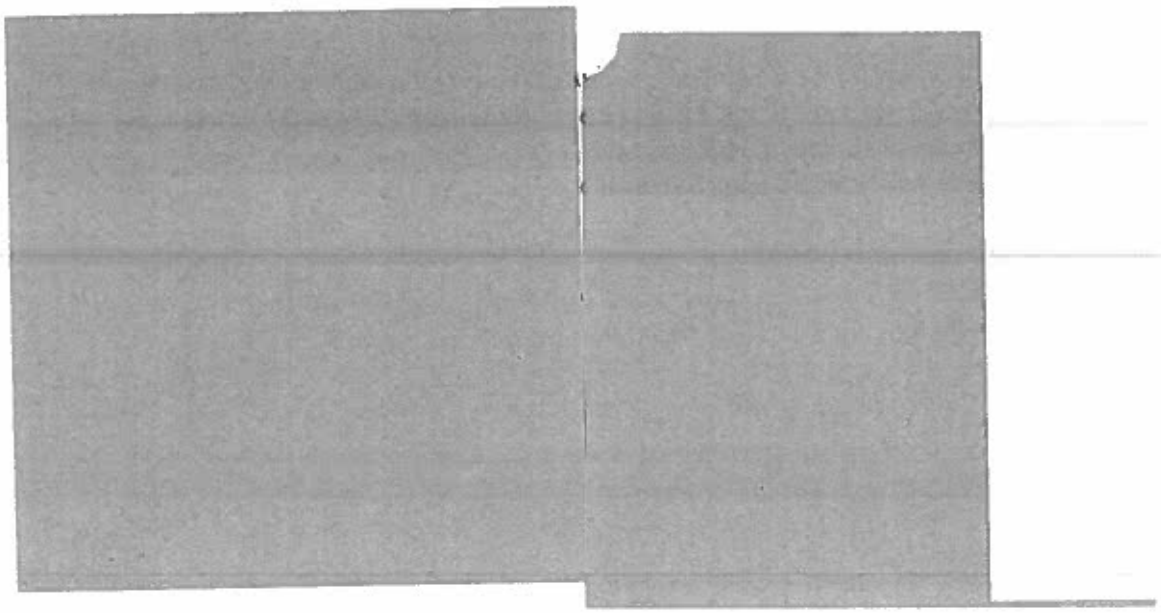

Sarah OCallaghan

From: Judy Mathers <Judy.Mathers@ogp.gov.ie>
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To: Sarah OCallaghan
Cc: Geraldine Kirwan; Claire Walsh - Sligo
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Cc: Geraldine Kirwan; Claire Walsh - Sligo
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She is a new HEO on my team and I'm keen for her to understanding our tendering process.
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From: Judy Mathers [mailto:Judy.Mathers@ogp.gov.ie]
Sent: 14 February 2017 12:14
To: Sarah OCallaghan; Claire Cluskey
Cc: Mark Holland; Michael Quilty
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Hi Sarah / Claire,

Please see attached the responses for the second mini-competition. See ye on Thursday.

Kind Regards
Judy

Category Specialist Higher
Marketing Communications
Office of Government Procurement
OGP Headquarters,
70 Mayor Street Upper, Dublin 1

From: Sarah OCallaghan [mailto:Sarah.OCallaghan@welfare.ie]
Sent: 01 February 2017 14:48
To: Judy Mathers; Claire Cluskey
Cc: Mark Holland; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello; Geraldine Kirwan; Michael Quilty
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Fantastic, that's great Judy!

Best
Sarah

From: Judy Mathers [mailto:Judy.Mathers@ogp.gov.ie]
Sent: 01 February 2017 13:22
To: Sarah OCallaghan; Claire Cluskey
Cc: Mark Holland; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello; Geraldine Kirwan; Michael Quilty
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Hi Sarah,

Yes that's fine, I have sent a request to book a room for the 16th @ 10:30am.

Kind Regards
Judy

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OGP Headquarters,
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From: Sarah OCallaghan [mailto:Sarah.OCallaghan@welfare.ie]
Sent: 01 February 2017 13:18
To: Judy Mathers; Claire Cluskey
Cc: Mark Holland; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello; Geraldine Kirwan; Michael Quilty
Subject: Re: SRFT & Brief - DSP Mini-Competition 2

Thanks Judy.
Can we say 10.30 on the 16th?
My colleague Claire Walsh will be travelling from Sligo and this is the earliest she can join us.
Best
Sarah

[illegible]

-------- Original message --------

From: Judy Mathers <Judy.Mathers@ogp.gov.ie>
Date: 01/02/2017 13:13 (GMT+00:00)
To: Claire Cluskey <claire@empirica.ie>, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>
Cc: Mark Holland <Mark.Holland@ogp.gov.ie>, Seamus O'Farrell <seamus.ofarrell@welfare.ie>, Claire Walsh - Sligo <Claire.Walsh1@welfare.ie>, Yvonne Costello <yvonne.costello@welfare.ie>, Geraldine Kirwan <Geraldine.Kirwan1@welfare.ie>, Michael Quilty <michael@empirica.ie>
Subject: RE: SRFT & Brief - DSP Mini-Competition 2

Hi Folks,

Can you confirm as to whether the evaluation will be the 16th at 10am please as I will need to book a room here and they are going quickly for February.

Kind Regards
Judy

Category Specialist Higher
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Office of Government Procurement
OGP Headquarters,
3A Mayor Street Upper, Dublin 1

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From: Claire Cluskey [mailto:claire@empirica.ie]
Sent: 31 January 2017 17:24
To: Sarah OCallaghan
Cc: Judy Mathers; Mark Holland; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello; Geraldine Kirwan; Michael Quilty
Subject: Re: SRFT & Brief - DSP Mini-Competition 2

On 31 January 2017 at 12:06, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:

From: Claire Cluskey [mailto:claire@empirica.ie]
Sent: 31 January 2017 08:37
To: Sarah OCallaghan
Cc: Judy Mathers; Mark Holland; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello
Subject: Re: SRFT & Brief - DSP Mini-Competition 2

Hi Sarah

The tenders are due back Mon 13th
So it would be the 15th you have preference for doing the evaluations?
From our side it would be good to have one more day as we'll be doing some cost analyses against rate card (as requested in the SRFT) as well as strategy review especially if we get 5 responses
So if we could have Tues and Wed to do the analyses and meet on the Thursday please?

Judy - I have looked over the SRFT and it seems all fine to me

Regards
Claire

On 30 January 2017 at 14:39, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:
Hi Judy,
That's fine by me. One tiny change "Anti-Social Welfare Fraud" Might be better titled Social Welfare Anti-Fraud Campaign!
Small change but more correct as I see it now.

Good to go otherwise from my side. As agreed we are giving two weeks to respond –so date is Monday 6th at 5pm?

I'd like if we could evaluate on either Wednesday 8th morning or afternoon to keep us on track for treatment benefits buying/working with our creative company.

Bests
Sarah

From: Judy Mathers [mailto:Judy.Mathers@cgp.gov.ie]
Sent: 30 January 2017 13:34
To: Sarah OCallaghan; Claire Cluskey
Cc: Mark Holland; Seamus O'Farrell; Claire Walsh - Sligo; Yvonne Costello
Subject: SRFT & Brief - DSP Mini-Competition 2

Hi Sarah / Claire,

Can you review attached before it goes to the Framework Members please and let me know that it is ok to go ahead?

Kind Regards
Judy

Category Specialist Higher
Marketing Communications

Office of Government Procurement
OGP Headquarters,
3A Mayor Street Upper, Dublin 1

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Office of Government Procurement

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An Roinn Cóimirce Sóisialaí – Víreas-scanta
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Claire

Claire Cluskey

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An Roinn Coimirce Sóisialaí - Víreas-scanta
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Claire

Claire Cluskey

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An Roinn Coimirce Sóisialaí - Víreas-scanta

Sarah OCallaghan

From: Claire Walsh - Sligo
Sent: 17 February 2017 15 01
To: Judy.Mathers@ogp.gov.ie
Cc: Sarah OCallaghan; Geraldine Kirwan; Yvonne Costello
Subject: FW: DSP Mini Competition Evaluation Score Sheet
Attachments: Attachment Table.html

Hi Judy

Please see attached agreed score sheet against evaluation criteria and associated remarks. Let me know if you need any thing further

Regards

Claire

Claire Walsh
Information & Customer Services
Department of Social Protection | College Road | Sligo

[redacted]
claire.walsh1@welfare.ie
www.welfare.ie

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Redact page 3 536

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Sarah OCallaghan

From: Judy Mathers <Judy.Mathers@ogp.gov.ie>
Sent: 20 February 2017 14:00
To: Claire Cluskey
Cc: Mark Holland; Sarah OCallaghan; Tender Operations
Subject: RE: RFT 113667 - MMP001F - Mini-Competition for the Provision of Media Strategy, Planning & Buying (Implementation) Services (Lot 2) for the Department of Social Protection.

Hi Claire,

Thanks well spotted.

Kind Regards
Judy

Category Specialist Higher
Marketing Communications
Office of Government Procurement
OGP Headquarters,
3A Mayor Street Upper, Dublin 1

gov.ie/procurement

Office of Government Procurement

From: Claire Cluskey [mailto:claire@empirica.ie]
Sent: 20 February 2017 13:59
To: Judy Mathers
Cc: Mark Holland; Sarah OCallaghan; Tender Operations
Subject: Re: RFT 113667 - MMP001F - Mini-Competition for the Provision of Media Strategy, Planning & Buying (Implementation) Services (Lot 2) for the Department of Social Protection.

Hi Judy

These look fine to me
Just one thing to note the title of the Group M letter reads "Standstill", is that correct?
Regards

Claire

On 20 Feb 2017 13:53, "Judy Mathers" [redacted] wrote:

Hi Folks,

RE: RFT 113667 - MMP001F - Mini-Competition for the Provision of Media Strategy, Planning & Buying (Implementation) Services (Lot 2) for the Department of Social Protection.

See attached letters to out to the tenderers please.

Kind Regards

Judy

Category Specialist Higher

Marketing Communications

Office of Government Procurement

OGP Headquarters,

3A Mayor Street Upper, Dublin 1

Sarah OCallaghan

From: Judy Mathers <Judy.Mathers@ogp.gov.ie>
Sent: 20 February 2017 14:01
To: Tender Operations
Cc: Mark Holland; Sarah OCallaghan; Claire Cluskey
Subject: RE: RFT 113667 - MMP001F - Mini-Competition for the Provision of Media Strategy, Planning & Buying (Implementation) Services (Lot 2) for the Department of Social Protection.
Attachments: Lot 2 - Successful Letter - GroupM.docx; Lot 2 - Unsuccessful - PHD.docx

Hi Folks,

Please see letters again with title changed on GroupM.

Kind Regards
Judy

Category Specialist Higher
Marketing Communications
Office of Government Procurement
OGP Headquarters,
3A Mayor Street Upper, Dublin 1

Office of Government Procurement

From: Claire Cluskey [mailto:claire@empirica.ie]
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Regards

Claire

On 20 Feb 2017 13:53, "Judy Mathers" [redacted] wrote:

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RE: RFT 113667 - MMP001F - Mini-Competition for the Provision of Media Strategy, Planning & Buying (Implementation) Services (Lot 2) for the Department of Social Protection.

See attached letters to out to the tenderers please.

Kind Regards

Judy

Category Specialist Higher

Marketing Communications

Office of Government Procurement

OGP Headquarters,

3A Mayor Street Upper, Dublin 1

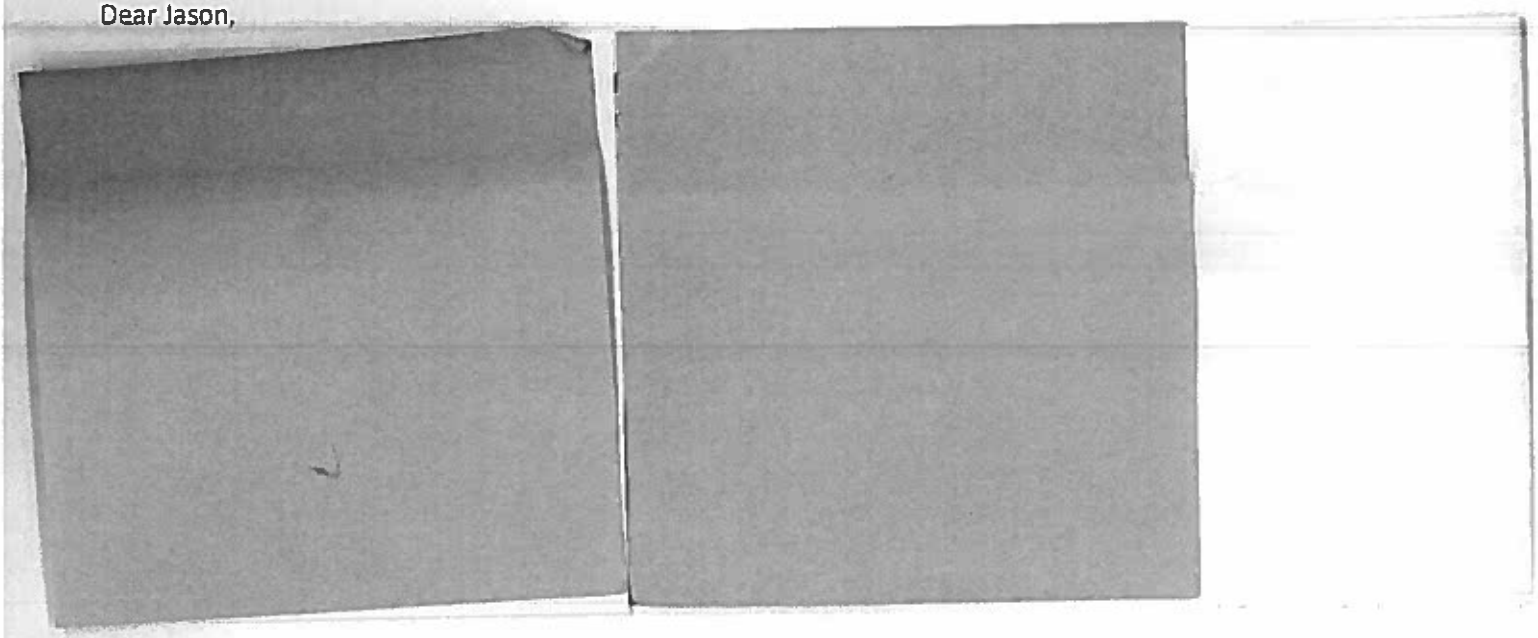
Office of Government Procurement

Date: 20th February 2017

Jason Nebenzahl,

RE: LOT 2 - RFT 112446 - MMP001F-3 - SRFT for the Provision of Media Strategy, Planning and Buying National Framework for the Department of Social Protection

Dear Jason,



Yours sincerely,
Judy Mathers

Office of Government Procurement

Date: 20th February 2017

Bill Kinlay,
GroupM WPP Limited,
3 Christchurch Square,
Dublin.

RE: LOT 2 - RFT 112446 - MMP001F-3 - SRFT for the Provision of Media Strategy, Planning and Buying National Framework for the Department of Social Protection

Dear Bill,

I refer to your company's tender submitted on 14th February 2017 in respect of the above mentioned competition and I am pleased to inform you that your tender has been identified by the Department of Social Protection ("the Contracting Authority") as the successful bidder.

No enforceable commitment of any kind, contractual or otherwise will exist unless and until a formal written Services Contract has been executed by or on behalf of a Contracting Authority.

In accordance with the terms of Framework Agreement, you are required to submit the following documentary evidence prior to the award of any Service Contract(s):

- Documentary evidence of the required insurance levels
- A current Tax Clearance Certificate from the Irish Revenue Commissioners.

Type of Insurance	Indemnity Limit
Employer's Liability	€13,000,000
Public Liability	€6,500,000
Professional Indemnity	€6,200,000

We will be in contact with you in due course with regard to the signing of the Services Contract.

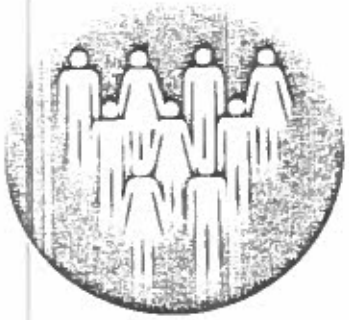
Yours sincerely,
Judy Mathers

Ad Content

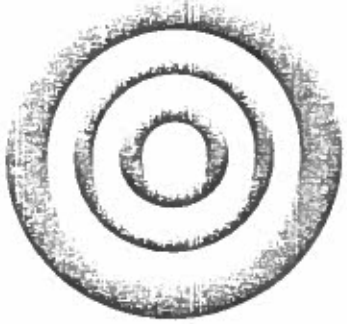
ANTI FRAUD MEDIA RECOMMENDATION

OUR STRATEGY FOR ANTI-FRAUD

IDENTIFYING THE CHALLENGES



WIDE AUDIENCE



ESTABLISH RELEVANCE FOR THE AVERAGE PERSON

SENSITIVE SUBJECTIVE

PEOPLE ARE AFRAID TO SPEAK OUT

KEY MEDIA BEHAVIOURS & TRENDS

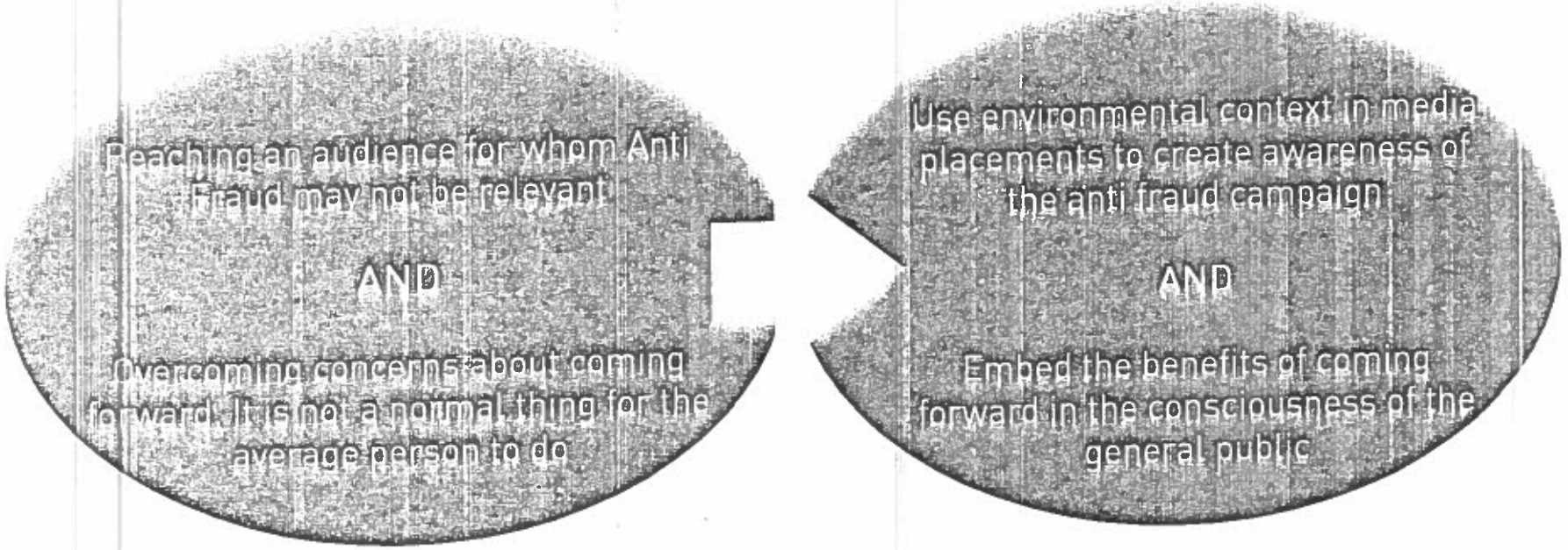
Increasing consumption of digital media across all age groups

Increasing reliance on digital media as a source of news and information

Consumers place most trust in editorial content

Time poor audience so they are on the go so traditional media such as TV find it hard to reach this audience

AWARENESS & NORMALIZE THE BEHAVIOUR



IMPLEMENTATION

Presence across high reach titles around editorial content to achieve goals against the older demographic

Gaining incremental, cost-effective reach by targeting around news content and talk shows both nationally and regionally

High impact to raise awareness of the anti fraud service in key DSP locations

Placed around articles/videos/searches and social activity which talk about social welfare, or around editorial on general news to create awareness

Create conversation and awareness around anti fraud and let the audience know the benefits

Use Twitter to target key words and conversation around the subject

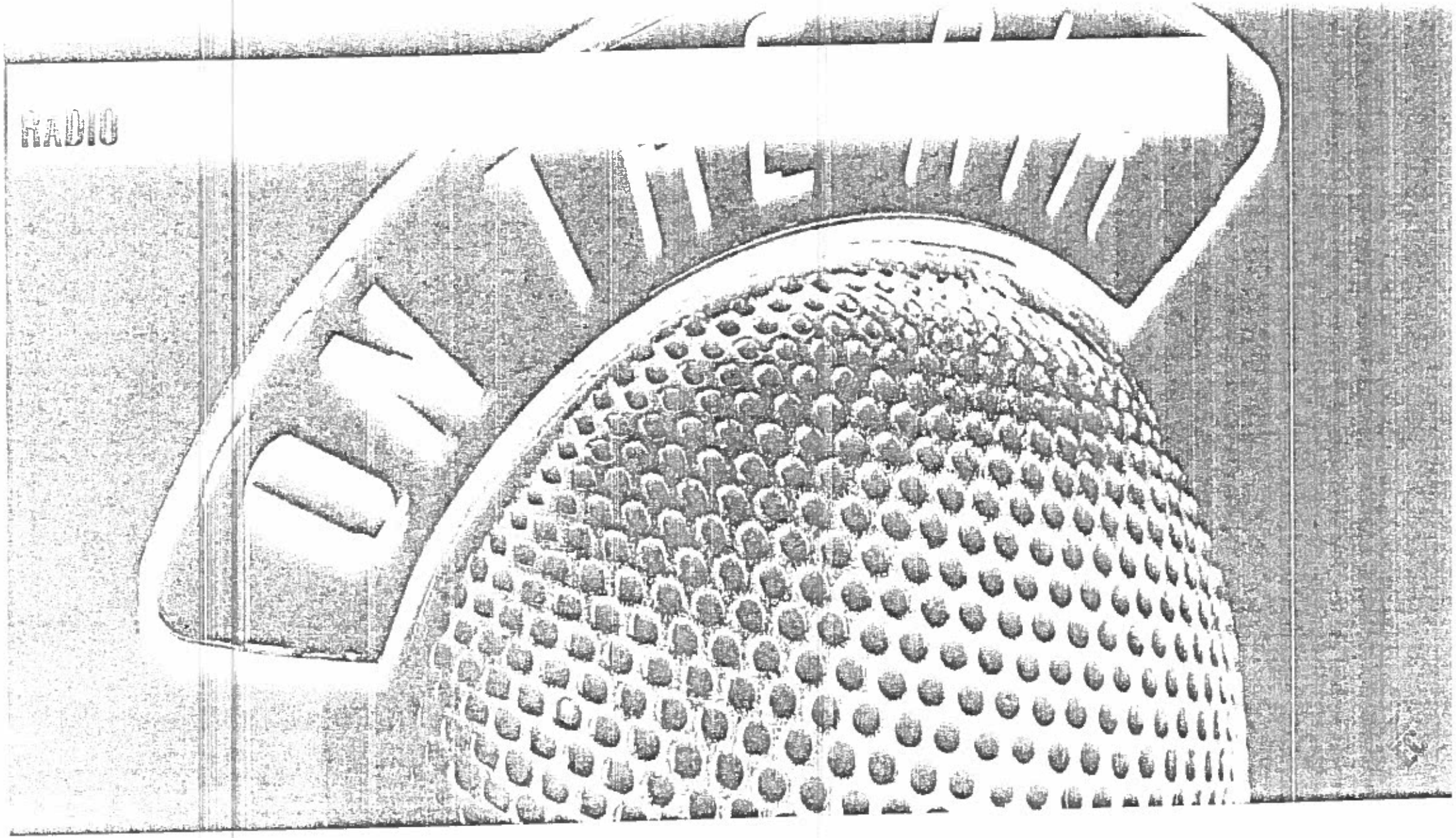
PRINT ADVERTISING

- High reach against the audience
- One of the most trusted environments
- Target around news editorial content.
- Use national stations titles such as the Irish Times, Irish Independent, Irish Examiner and Irish language publication 'An Seachtain' which is distributed with the Irish Independent.

THE IRISH TIMES

Irish Examiner

Irish Independent


RADIO

RADIO SPOT ADVERTISING

- Frequency of the anti fraud message on radio to drive reach in a trusted medium. We can target key dayparts throughout the day.
- Radio is a cost efficient way to ensure we can push out the message.
- Deliver the right message, for the right people, at the right time: Upweighting key dayparts (morning / evening commute) will minimise wastage.
- Target around news and talk shows for cut through
- Use national stations Today FM and Newstalk and upweight the activity on a local level across the 15 different IRS stations in key DSP locations (Clare FM, East Coast, Highland Radio, KCLR, Radio Kerry, KFM, Midlands 103, MWR, Ocean FM, Radio Nova, SS/NS, South East, Sunshine, Tipp FM)

ROLE: Awareness

TODAY fm

talk

IRS+ more to local radio

KCLR

Tipp FM

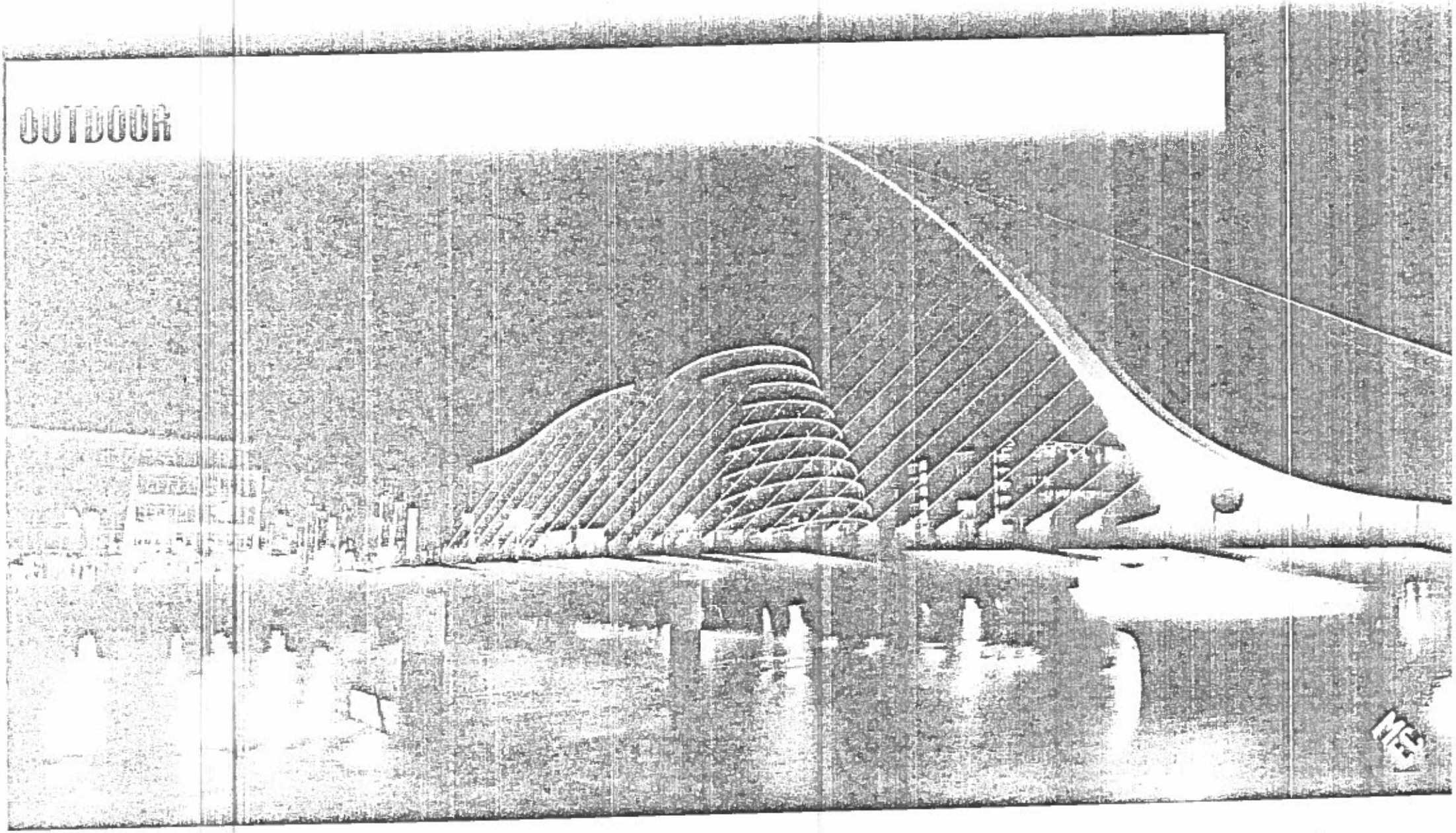
MIDLANDS

clare fm

shannon

NOVA

midwest


OUTDOOR

OUTDOOR MEDIA

Use outdoor media to drive mass awareness of the anti fraud campaign

Recommended Formats:

- High Impact Formats to create impact, awareness and get people talking
- Commuter media such as bus T-sides as people are travelling around the city centre
- Selected roadside in high traffic areas to drive awareness and frequency of the message

OUTDOOR MEDIA PLAN

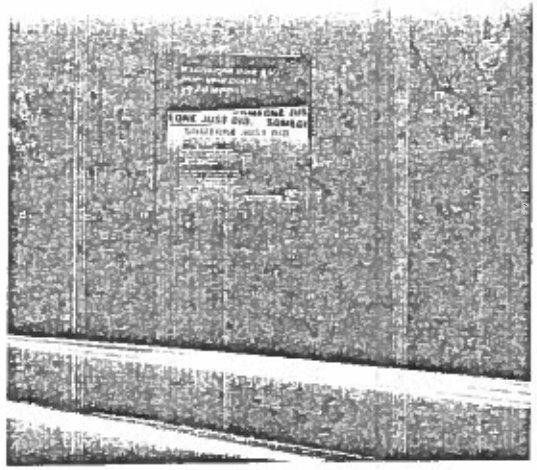
Campaign Dates: April 24th – May 7th

Wave	Format	Quantity	Net Media	Production Cost	Notes
Cycle 1 (24th April - 7th May)	48 Sheets	45			National (Optioned)
	Parkgate Street 96 Sheet	1			Dublin (Optioned)
	Lightbox 48	1			Long Mile Road (Optioned) Would need to call in to secure (Queueing)
	Lightbox 48 Cork	1			Would need to call in to secure (Queueing)
	Lightbox 48 Limerick	1			Would need to call in to secure (Queueing)
	Lightbox 48 Waterford	1			Optioned (Dundalk)
	Digital Screen	1			Optioned (Dublin)
	Metropoles	10			Optioned (Dublin)
	T-Sides	40			Optioned (National)
	Bus Shelters	70			
Total Campaign Spend					

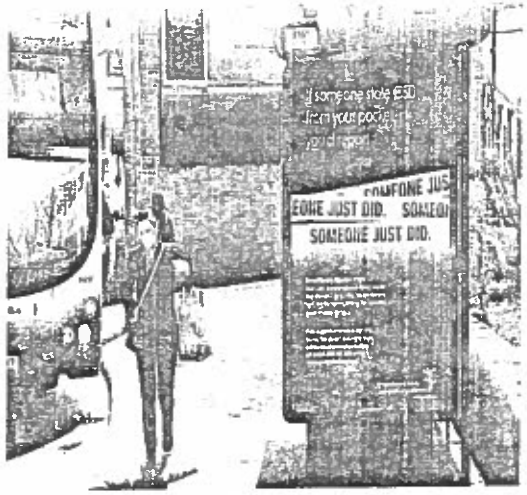
OUTDOOR MEDIA – EXAMPLES – ROADSIDE

ROLE:
Awareness

48 Sheet



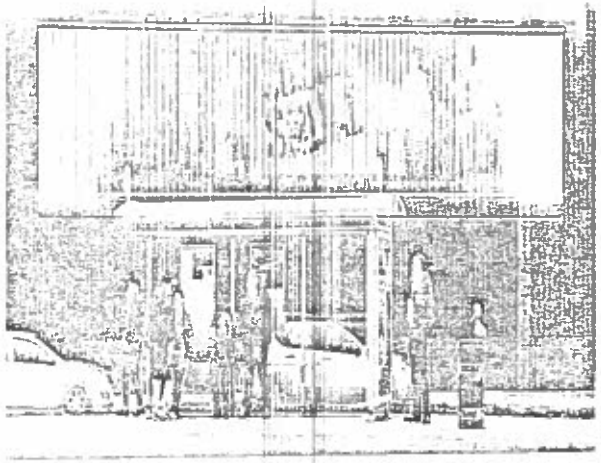
Metropole



Bus Shelter

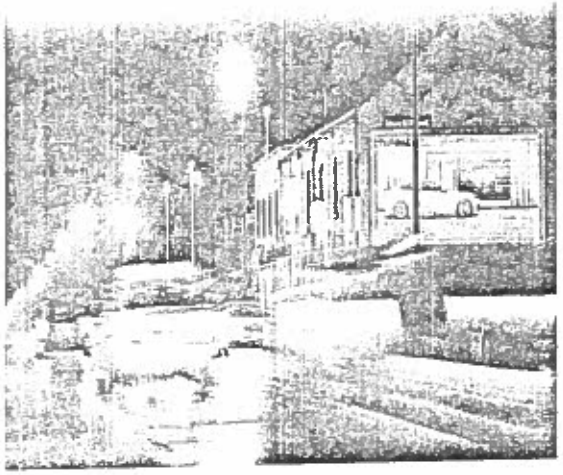
OUTDOOR MEDIA – EXAMPLES – HIGH IMPACT

ROLE: Awareness



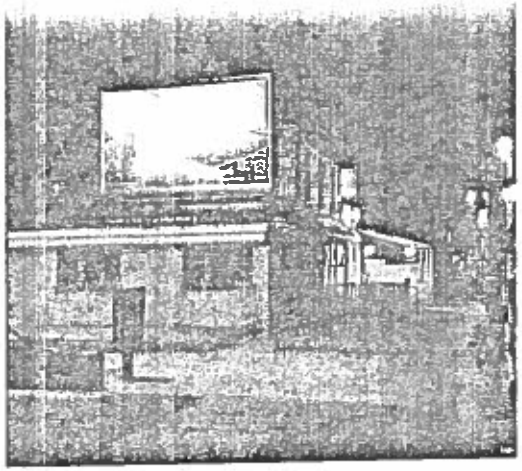
96 Sheet

Parkgate Street (Dublin)



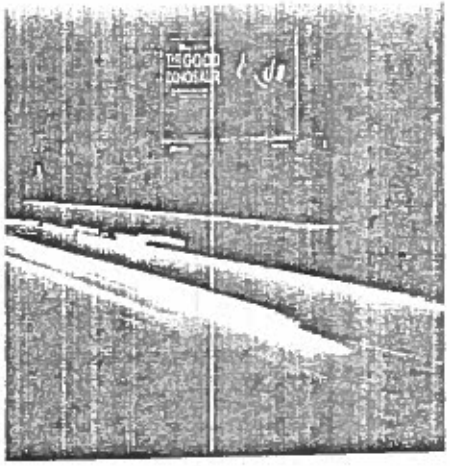
48 Sheet Lightbox

Mulgrave Street (Limerick)



48 Sheet Lightbox

Western Road (Cork)

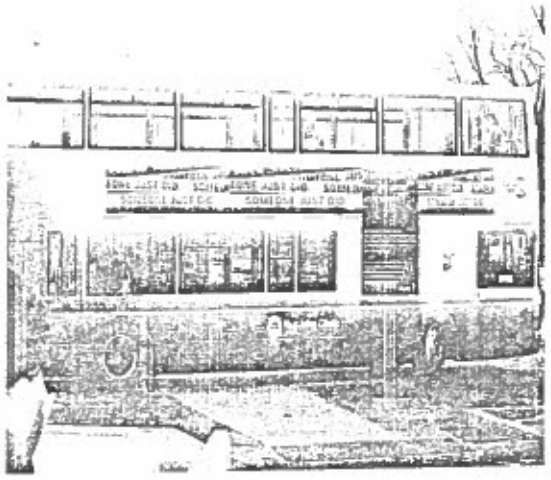


48 Sheet Lightbox

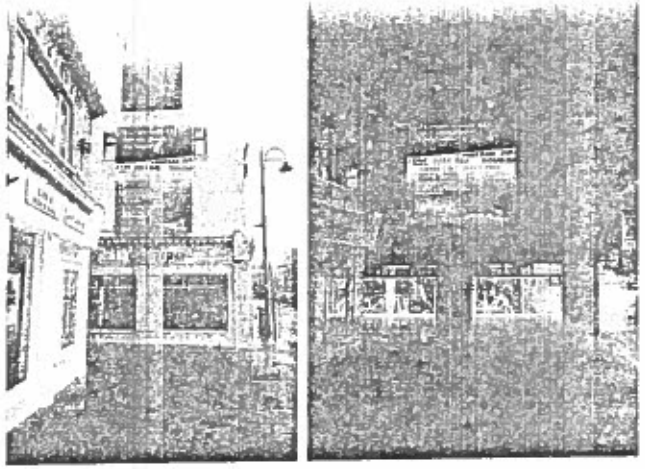
Manor Street (Waterford)

OUTDOOR MEDIA – EXAMPLES – TRANSPORT & DIGITAL

ROLE: Awareness

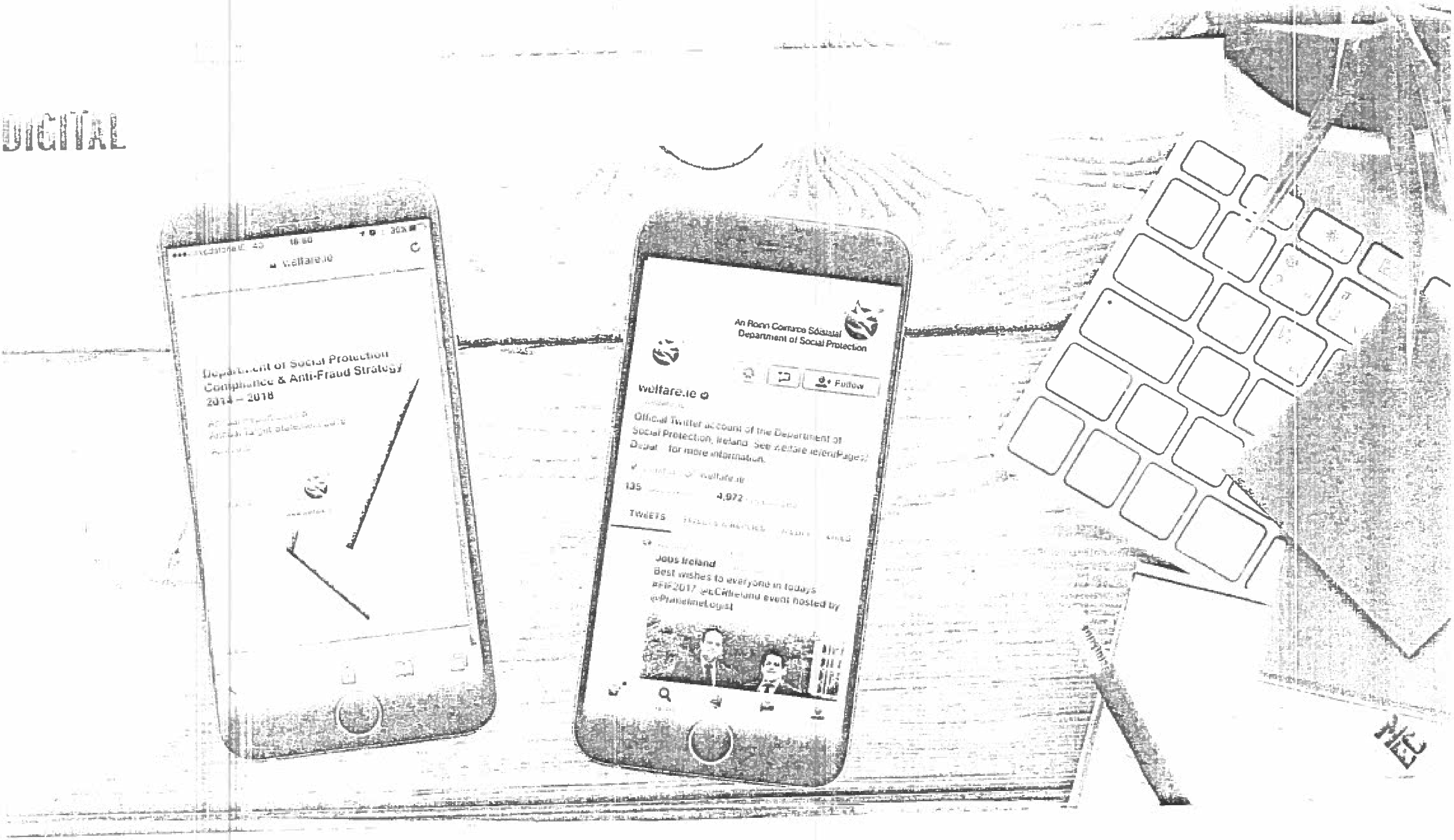


T-Sides



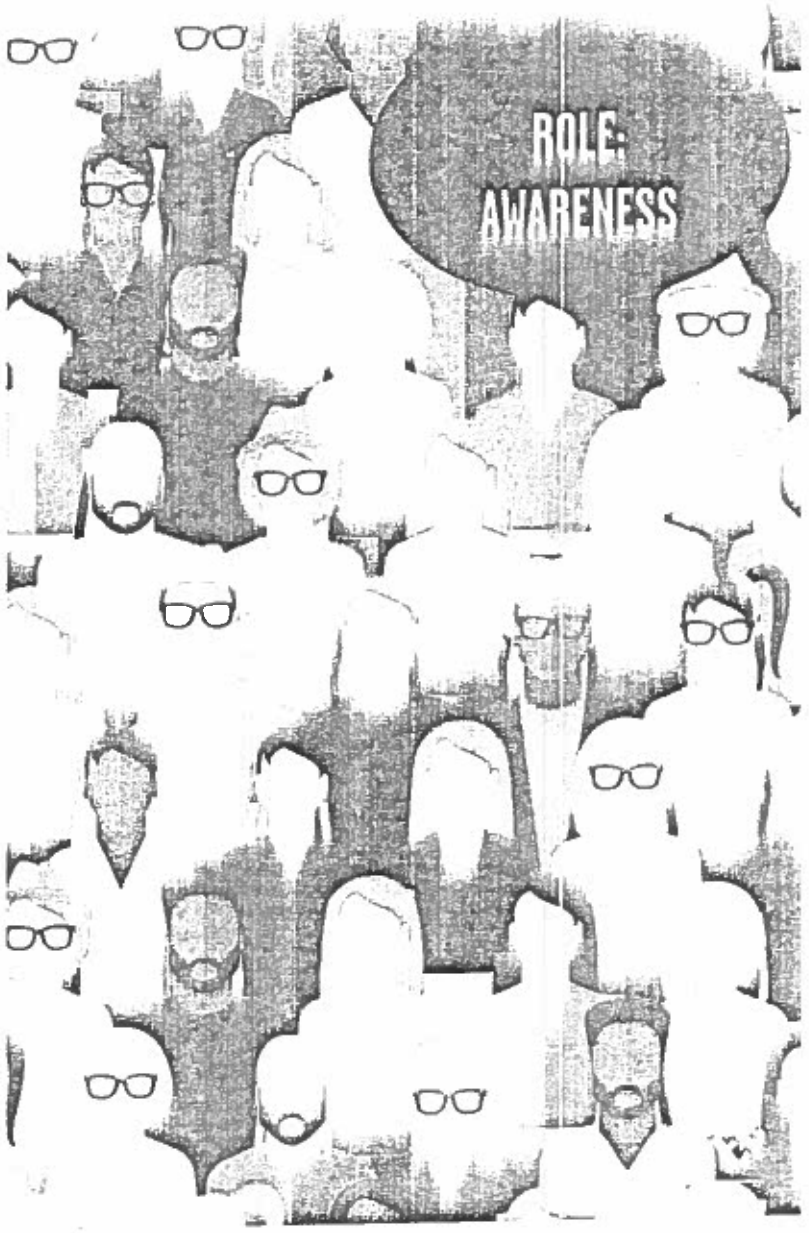
Dundalk Digital Screen

DIGITAL


welfare.ie
Department of Social Protection
Compliance & Anti-Fraud Strategy
2014 – 2018
An Roinn Coimirce Sóisialaí
Department of Social Protection
Follow
welfare.ie
Official Twitter account of the Department of Social Protection, Ireland.
for more information.
135
4,972
TWEETS
Jobs Ireland
Best wishes to everyone in todays

DIGITAL DISPLAY

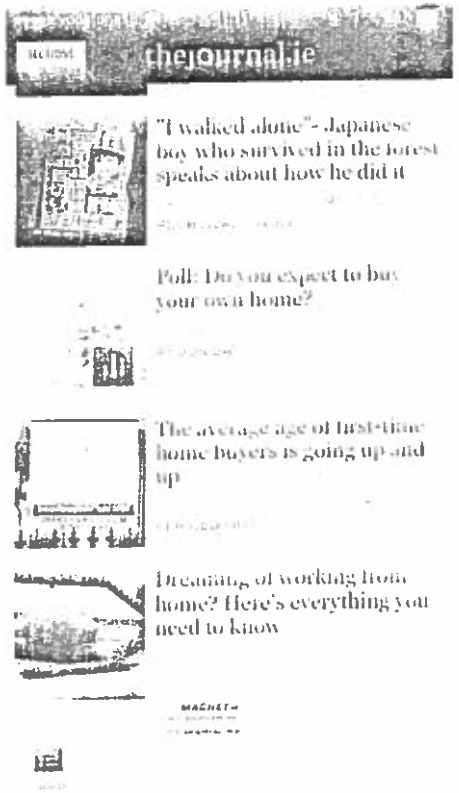
- Ensuring anti fraud is top of mind at the point that matters
- Placed around relevant contextual content
- Geo target by the key DSP locations
- Target affinity audiences, topics, and keyword targeting



NATIVE ARTICLE ON THE JOURNAL

- 24 Hour pinned to 10th position on the Journal.ie – 430,000 active daily readers
- Present and relevant in a trusted environment to our audience
- Creates conversation around a sensitive subject
- High dwell time of articles will ensure more time spent engaging with the brand as well as encouraging users to comment and share article
- Approx. 22,000 reads over 24 hour period

ROLE: Create conversation



NATIVE ARTICLE ON THE JOURNAL

ROLE: Create conversation

Three Options:

#1 NATIVE ADS

Headline: [illegible] about fraud in Ireland

[illegible]

#2 NATIVE ADS

Headline: 5 ways the Dept of Social Protection are cracking down on fraud this year

This informative article will include some of the most interesting changes the Department of Social Protection have made to catch fraud such as using predictive analytical techniques to identify claims that are more likely to be fraudulent, enhanced debt management systems, assigning extra Gardai to the Department's Special Investigation Unit and even the use of facial recognition software to convict people committing fraud. In doing so, the native will have real news value to our readers, while also highlighting how serious the Department of Social Protection now take fraud in relation to those who are involved.

#3 QUIZ

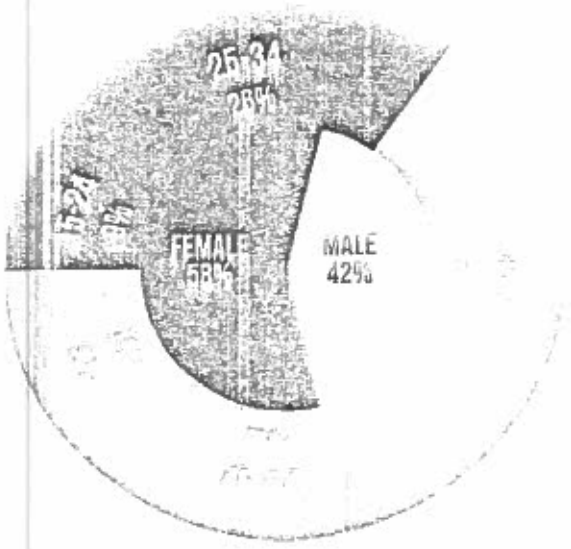
Headline: Can you spot which one of these constitutes fraud?

This interactive and informative quiz will highlight all of the types of fraud so that people are enabled to both avoid fraud, and to recognise fraud when they see others committing it. It will give people generic scenarios to see if they can isolate the situations which people may not realise are fraud (e.g. employers who don't pay PRSI). In doing so it will inform people of fraud in a memorable, engaging way.

NATIVE ARTICLE ON THE JOURNAL

ROLE:
Create
conversation

JOURNALIE AUDIENCE



430k daily active readers

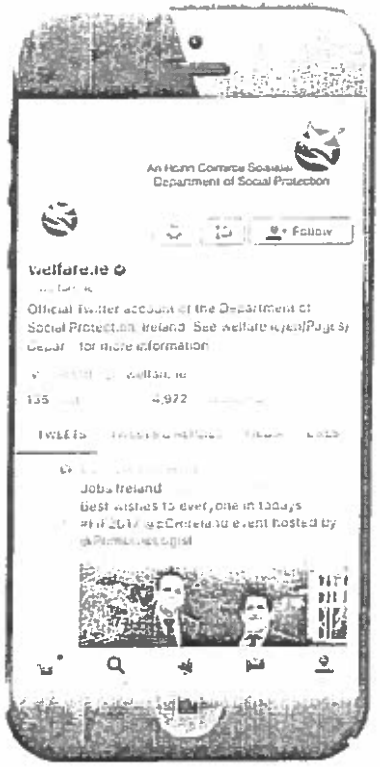
450k followers

350k fans

REACH - ENGAGEMENT ON SOCIAL

- Always on Twitter underpinning other activity
- Very cost effective way to build coverage
- Target relevant keywords

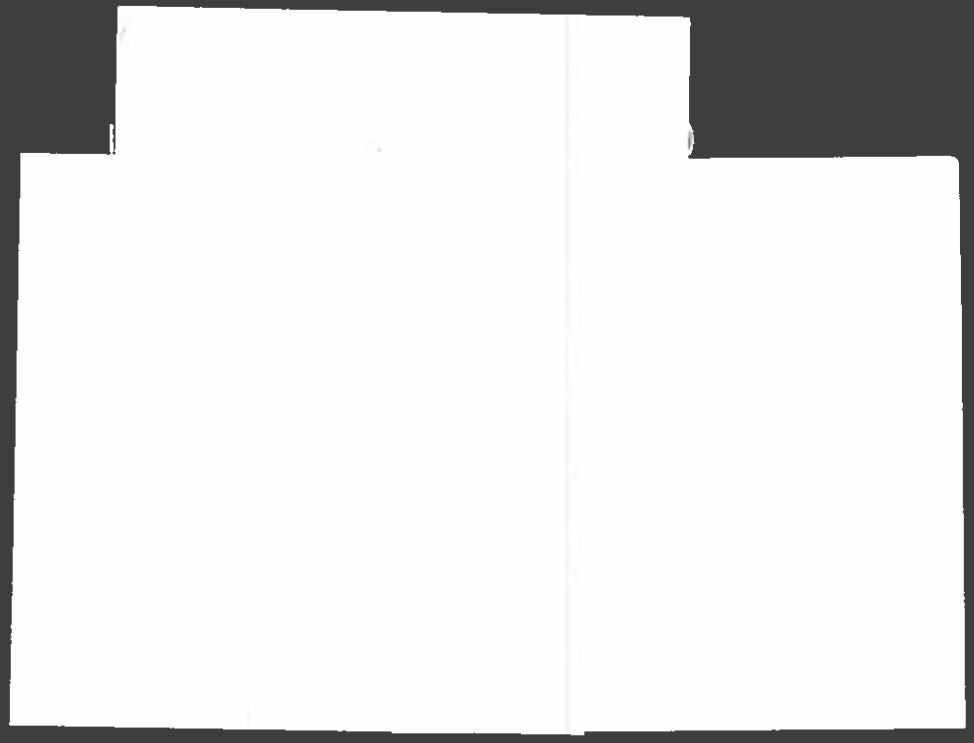
ROLE:
Create
conversation



MEDIA LAYDOWN – ANTI FRAUD CAMPAIGN

			APRIL	MAY
Channel	Format	Budget		
PRESS				
RADIO				
OOH				
DIGITAL				Impressions / Impressions
Total Spend (ex VAT & Fees)				

Department of Social Protection



THANK YOU

2

Sarah OCallaghan

From: Kathleen Stack
Sent: 24 March 2017 10.34
To: Sarah OCallaghan
Cc: Helen Faughnan
Subject: RE: Anti Fraud Media Plan

Thanks Sarah.

From: Sarah OCallaghan
Sent: 24 March 2017 10:30
To: Kathleen Stack
Cc: Helen Faughnan
Subject: FW: Anti Fraud Media Plan

Hi Kathleen,
FYI- see attached.

The look and feel will be very close to the previous approved version (but minor text changes to emphasise that this is welfare fraud)

Bests
Sarah

From: Yvonne Costello
Sent: 23 March 2017 08:59
To: Sarah OCallaghan
Cc: Seamus O'Farrell; Geraldine Kirwan
Subject: FW: Anti Fraud Media Plan

Hi Sarah

Attached is the Fraud Campaign media plan.

Chat later
Yvonne

From: Kevin Gordon [mailto:k.gordon@mecglobal.com]
Sent: 22 March 2017 20:03
To: Yvonne Costello
Subject: Anti Fraud Media Plan

Hi Yvonne,

Please find the media plan for the anti-fraud campaign attached:

I may be a bit over budget but it is easier to cut back on some elements.

It is a multi media campaign that will deliver high awareness and get people talking about the campaign.

Here is the media breakdown:

Press

- Launching the campaign across high national titles such as the Irish Times, Irish Independent, Irish Examiner and An Seachtain.

Radio

- Delivering frequency of message across national stations – Today FM and Newstalk and also 15 local regional stations.

Outdoor formats

- A mix of high impact and high frequency formats nationally across the key DSP locations
- We have optioned in all formats meaning we have first refusal until they are called in by another advertiser. We are currently in a waiting list for the three regional 48 sheets lightboxes, however if we call in and book the sites. I am confident we can secure them.
- Lightboxes provide great visibility and create standout in those regional areas.

Digital

- We have gone with a mix of digital display for awareness, online native advertorial to create conversation and social to do a combination of both.

Let me know if you want to discuss the plan in more detail over the phone or in person.

Also, any questions on the attached, please don't be afraid to ask.

Thanks,

Kevin

Kevin Gordon
MEC
Account Director
K.Gordon@mecglobal.com
Office : +353 1 6690157
Fax: +353 1 6690 099
6 Ely Place Dublin 2 Ireland
http://www.mecglobal.ie

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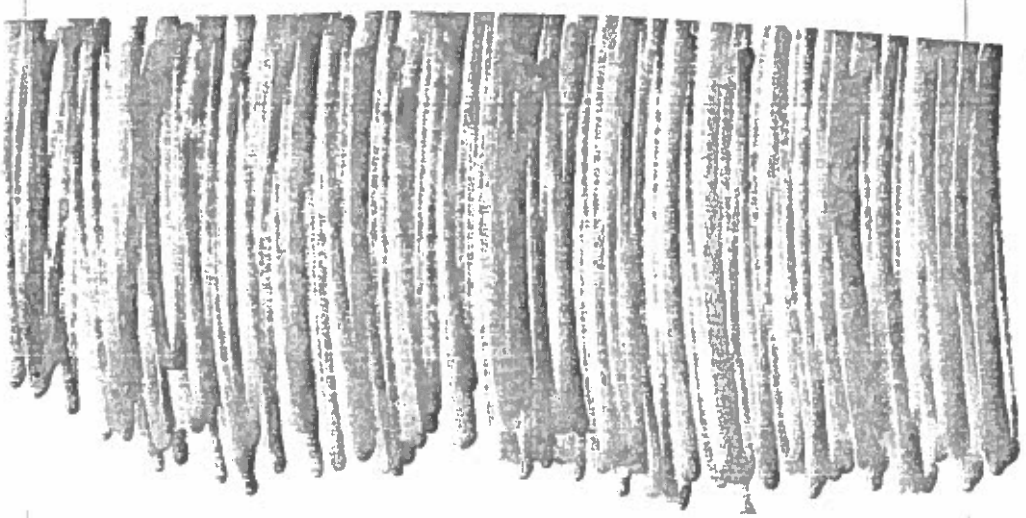
CREED

3

Date: 5th April 17
Attendees: Kathleen, Nick, Sarah, Seamus, Tim, Mark
Re: Prevent Social Welfare Fraud

Prevent Social Welfare Fraud
Minutes of Meeting

Details	Action by
Prevent Social Welfare Fraud The campaign was discussed in detail and it was agreed that how important it was to take into account the changing media landscape, when slecting the final creative, in order to decide how loud the message should shout, in order to get maximum inpact. The concept presented were: 5. Is Cheating Fair? – Lets Raise The Debate The concepts were discussed in detail:  Is Cheating Fair? – Lets Raise The Debate Everone liked the engaging nature of this campaign, where the audience was faced with answering questions around the theme of 'Is cheating Fair?'.	

Selected Concept

It was decided that maximum impact could be achieved by developing the campaign on the following basis:

Brand Campaign
Develop a brand campaign using the
'Welfare Cheats, Cheat Us All' concept.

Supporting Media Executions
Develop supporting media executions using the
Is Cheating Fair? – Lets Raise The Debate (Yes/No concept).
CREED will develop these ads to work with the overall brand concept for the campaign.

Requested Infomation
CREED requested the following information:

- Media Plan
- Media contact in MEC
- Examples of topics around the theme of Social Welfare fraud, that you are happy for us to mention — Dept of So Prot

Timelines

- Meet on Friday 7th April, (as late as possible in the day) to present stage 2 Concepts - TBC — Creed
- CREED confirmed they would put as much resource behind the campaign as necessary to develop the concepts and achieve all deadlines. — Creed

Redacted 32 pages under
S 29 & S 30(1)(b)

Sarah OCallaghan

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 06 April 2017 13:46
To: Sarah OCallaghan
Subject: Re: Call with Seamus and Myself later today

Hi Sarah

I'm in a meeting at 3 pm with a client, could I phone you when I get out (probably at about 4 pm'?).

Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

On Thu, Apr 6, 2017 at 1:42 PM, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:

Hi Mark,

Just circling back!

Would it suit you for us to call you at 3pm this afternoon?

Bests

Sarah

Sarah O'Callaghan

Head of Communications & Customer Service

Department of Social Protection

Store Street,

Dublin 1,

D01 WY03.

[redacted]

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An Roinn Coimirce Sóisialaí - Víreas-scanta
****
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--
Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

Sarah OCallaghan

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 05 April 2017 15:10
To: Sarah OCallaghan
Subject: Re: Fraud Campaign

Hi Sarah

Thanks for taking the time out to meet this morning, it was great to present the concepts and stimulate the debate. As you know because there's a changing media landscape, we were keen to present a range of ideas that would allow everyone to consider how loud the message should shout.

We've put a lot of creative effort into developing the initial concepts and I strongly believe it will pay dividends as we move forward and develop the chosen creative platform. I will prepare some minutes of the meeting and send them to you later today, however as agreed, we'll develop the campaign on the following basis:

Brand Campaign
Develop a brand campaign using the 'Welfare Cheats. Cheat Us All' concept.

Supporting Media Executions - raise the debate
Develop some media executions using the Yes/No concept (which we'll develop to work with the selected brand concept for the campaign).

Costs
I completely understand that you want to get every aspect of the campaign delivered for the lowest possible price (we'll work with you to keep costs as low as possible). To date we have incurred 116 hours in total (we have a team of 4 working on the project, including Tim and I. The team have worked days and evenings, and as agreed, all hours will only be charged at [redacted] per hours, which I think you'll agree is very fair.

Campaign Development Costs
In order for us to accurately estimate the costs for the campaign, we'll need to study the media plan and consider all the media formats. We'll also need to agree on the number of different creative executions within in each media. We can then come back to you with an accurate estimate and if this is all agreeable we'd be happy to do it for a flat fee.

Requested Infomation
Could you please forward:

- Media Plan
- Media contact in MEC (it would really help if we could speak to them directly)
- 1 samples of topics around the theme of Social Welfare fraud, that you are happy for us to mention

Timelines

- Meet on Friday 7th April, (as late as possible in the day) to present stage 2 Concepts.
- We will work hard to achieve all deadlines (which will be staggered, depending on the media).

This is a very exciting campaign, which we all want to have real impact. We're delighted to be working on it with you and we'll work, in partnership with you, to create a campaign with great impact, within budget.

If you are free for a call later today to discuss it would be great.

Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://theereed.ie/

On Wed, Apr 5, 2017 at 1:34 PM, Mark Cassin <mark@cassinmarketing.com> wrote:

---------- Forwarded message ----------
From: **Sarah OCallaghan** <Sarah.OCallaghan@welfare.ie>
Date: Wed, Apr 5, 2017 at 12:59 PM
Subject: Fraud Campaign
To: Mark Cassin <mark@cassinmarketing.com>, "tim@creed.ie" <tim@creed.ie>
Cc: Yvonne Costello <yvonne.costello@welfare.ie>, Geraldine Kirwan <Geraldine.Kirwan1@welfare.ie>, Seamus O'Farrell <seamus.ofarrell@welfare.ie>

Hi Mark and Tim,

Thanks for the great work today and I found the concepts to be great, it was obvious you really listened to what we wanted and thanks for all the hard work. Great work you guys!

I have just spoken to our media buyer at MEC who is checking out format available etc but for outdoor, going ahead with the 24th of the campaign, we would be looking at the 14th/15th for outdoor at the latest. Would that work on your side? Once we confirm media buying we will share all proposed formats with you so you can see about getting them worked up. Most important part will be for you to work up the new/blended concept and for us to make the choices in terms of radio/print/visuals/graphics/wording… I think we will reconvene our group from today to do this so let me know what is realistic on your side delivery time wise?

Also, separate note, we do need to keep a close eye on costs here and know how we are looking budget wise/to ensure tendering compliance etc. We have of course received your fee proposal from last week and are happy with the hourly rates, however, I'd be keen to know current hours worked/fees to date.

Also, and would ideally like if we could set a "flat fee basis" for full campaign development incl radio ads, print and outdoor formats etc once we get past the creative concept stage to give us a level of comfort around costs as it's something we need to manage very closely. Might you have a think about this for me and we can discuss anon?

Many Thanks

Sarah

Sarah O'Callaghan

An Roinn Coimirce Sóisialaí
Department of Social Protection

Head of Communications & Customer Service

Department of Social Protection

Store Street.

Dublin 1.

D01 WY03.

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An Roinn Coimirce Sóisialaí – Víreas-scanta
****

--
Best regards

Mark

Mark Cassin
http://cassinmarketing.com/

--
Best regards

Mark

Mark Cassin
http://cassinmarketing.com/

Sarah OCallaghan

5

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 07 April 2017 11:15
To: Yvonne Costello
Cc: tim@thecreed.ie; Sarah OCallaghan; Seamus O'Farrell
Subject: Re: Meeting Monday

Hi Yvonne

That's perfect, looking forwards to seeing you then.

Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

On Fri, Apr 7, 2017 at 11:07 AM, Yvonne Costello <yvonne.costello@welfare.ie> wrote:

Hi Mark, Tim

Are you both free to meet on Monday morning at 11am in our Store Street offices?

Thanks

Yvonne

Yvonne Costello

Communications Unit

Department of Social Protection

Floor 1, Aras Mhic Dhiarmada

Store Street

Dublin 1

w: www.welfare.ie

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Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

6

Sarah OCallaghan

From: Kathleen Stack
Sent: 07 April 2017 14:50
To: Sarah OCallaghan
Subject: RE: Welfare Wrongs!

Grand – I'll let TJ know.

Enjoy the weekend.

K.

From: Sarah OCallaghan
Sent: 07 April 2017 14:40
To: Kathleen Stack
Subject: Re: Welfare Wrongs!

Hi Kathleen.
Yes indeed I am. I'll ask Yvonne to link in with him 're location.

Helen is sitting in too to keep us in the straight and narrow!

Will try to agree best concept at our meeting and pop over options for your consideration straight after!

Safe travels.

Best
Sarah

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: Kathleen Stack <Kathleen.Stack@welfare.ie>
Date: 07/04/2017 13:48 (GMT+00:00)
To: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>
Subject: FW: Welfare Wrongs!

Sarah

Has a time for the meeting on Monday been agreed?

Was thinking I might ask TJ Fleming to attend – just [illegible] things.

[illegible]

[illegible]

K.

From: Mark Cassin [mailto:mark@cassinmarketing.com]
Sent: 06 April 2017 18:14
To: Sarah OCallaghan
Cc: Kathleen Stack; Nick Miller
Subject: Re: Welfare Wrongs!

Hi Sarah

Thank you for forwarding that list. it's really helpful.

We're working away on developing concepts and formats as discussed.

Chat tomorrow.

Mark

On Thu 6 Apr 2017 at 17:06 Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:

HI Mark,
Good to chat earlier… Seamus and I have put together the list of "rights and wrongs" of welfare….
For our posters/game show/radio ad….

Not exactly finished language but I hope this helps…

1. If you are claiming social welfare and someone leaves you money in their will. Should you/do you need to tell welfare?

2. If you are claiming social welfare and your partner get a job? Should you/do you need to tell welfare?

3. If you living alone and claiming social welfare, and someone moves in with you? Should you/do you need to tell welfare?

4. If you are no longer sick and claiming social welfare. Should you/do you need to tell welfare?

5. If you are employed and take a part time job. Should you/do you need to tell welfare?

6. If you know someone who is claiming something they should not be? Should you/do you need to tell welfare?

7. If you are overpaid by social welfare, do you always need to pay the money back? YES, always.

8. Will Social Welfare prosecute fraud? Yes.

9. Might you face court or a criminal conviction. Yes…

Welfare Cheats Cheat Us All. If your circumstances change, you must tell the Department of Social Protection.

Hope this helps, we can see how it works in terms of the "Radio and print Concepts on Monday"

Back to you asap with a meeting time!

Bests
Sarah

Sarah O'Callaghan

[redacted]

Head of Communications & Customer Service
Department of Social Protection
Store Street,
Dublin 1,
D01 WY03.

[redacted]

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7

Sarah OCallaghan

From: Kevin Gordon <k.gordon@mecglobal.com>
Sent: 07 April 2017 10:28
To: Sarah OCallaghan
Cc: Geraldine Kirwan; Seamus O'Farrell; Yvonne Costello
Subject: Anti Fraud Update Plan
Attachments: DSP Anti Fraud Media Plan 2017 07.04.17.xlsx; Department Of Social Protection - Production Status Report - Cy 9.xls

Hi Sarah,

We can secure all the sites we wanted expect for the Waterford site, but we have replaced that with another site in Dublin.

Attached is the plan and specs for the design agency.

Let me know if you wish to proceed.

On the artwork delivery we will of course be getting extensions.

Thanks,

Kevin

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DEPT OF SOCIAL PROTECTION - PRODUCTION STATUS REPORT - CYCLE 9

Format	Actual Number	Unit Number	Production Inclusive	Artwork Delivery Deadline	Faster Delivery Deadline	Details
48 Sheets	45	54	No	07/04/2017	14/04/2017	Spec on tab 2. Send artwork to artwork@kinetic.ww.ie
Parkgate Street Ysic	-	-	No	07/04/2017	14/04/2017	Spec on tab 2. Send artwork to artwork@kinetic.ww.ie
Lightbox 48 Longmile Rd		-	No	07/04/2017	14/04/2017	Spec on tab 2. Send artwork to artwork@kinetic.ww.ie
Lightbox 48 Western Road	-	-	Yes	07/04/2017	-	
Lightbox 48 Mulgrave Street	-		Yes	07/04/2017	-	Spec on tab 2. Send artwork to artwork@kinetic.ww.ie
Lightbox 48 Tyrconnell Road		-	No	07/04/2017	-	Spec on tab 2. Send artwork to artwork@kinetic.ww.ie
Digital Screen	-		-	07/04/2017	-	Spec on tab 2. Send artwork to artwork@kinetic.ww.ie
Metropoles	-	-	Yes	07/04/2017	-	Spec on tab 2. Send artwork to artwork@kinetic.ww.ie
T Sides	[illegible]	45	No	07/04/2017	14/04/2017	Spec on tab 2. Send artwork to artwork@kinetic.ww.ie
Bus Shelters	-	54	No	07/04/2017	14/04/2017	Spec on tab 2. Send artwork to artwork@kinetic.ww.ie

An Roinn Coimirce Sóisialai
Department of Social Protection

Updated: 07.04.17
Budget: 138,968

	Targeting	Format	Insertions	432 APRIL 3 10 17 24	MAY 4 8 15 22 29	
PRINT						
Irish Times	News/Business/Early Right Hand Page	25x4	2	24th	2nd	
Scachtain (Distributed in the Irish Independent)	News/Business/Early Right Hand Page	25x4	1	26th		
Irish Examiner	News/Business/Early Right Hand Page	25x4	1	24th		9%
OOH			Number of sites	Cycle 9 April 24th- May 7th		
48 Sheets	National - In DSP Locations	48 Sheets	45	45		
Parkgate Street 96 Sheet	Dublin	96 Sheet	1	1		
Lightbox 48	Dublin	Lightbox 48	1	1		
Lightbox 48 Cork	Cork	48 Sheets	1	1		
Lightbox 48 Limerick	Limerick	48 Sheets	1	1		
Lightbox 48 Dublin	Dublin	48 Sheets	1	1		
Digital Screen	Dundalk	Digital Screen	1	1		
Metropoles	Dublin	Metropoles	10	10		
T-Sides	Dublin	T-Sides	40	40		
Bus Shelters	National - In DSP Locations	Bus Shelters	70	70		
Production						50%
RADIO						
Today FM	22 Spot Package	30"	44	22	22	
Newstalk	24 Spot Package	30"	48	24	24	
IRS (Clare FM, East Coast, Highland Radio, KCLR, Radio Kerry, KFM, Midlands 103, MWR, Ocean FM, Radio Nova, SS-NS, South East, Sunshine, Tipp FM)	15 Station Package	30"	30	15	15	19%
SOCIAL	Targeting	Format	Impressions			
Twitter	Adults 25+, news focused	Promoted Tweet	300,000			2%
ONLINE NATIVE AD	Targeting	Format	Impressions			
The Journal	Adults 25+, news focused	Online advertorial	200,000			4%
DIGITAL DISPLAY	Targeting	Format	Impressions			
GroupM Programmatic	Category, Whitelist, PMP, Demo, Affinity, In Market	Standard IAB formats (Billboard, MPU, Mobile MPU, Leaderboard)	3,000,000			17%
TOTAL COST						€ 138,967.70
TOTAL PLUS ASAI						€ 32,657.41
AGENCY FEES						€ 171,625.11
Total ex VAT						
VAT						
Total ex VAT						

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 10 April 2017 16:33
To: Sarah OCallaghan
Subject: Re: Introductions- Creed & MEC

Hi Sarah

That's great thanks - we'll discuss all requirements with them and make sure every element of the campaign is ready for individual media deadlines.

Tim is sending you a copy of the amended creative work right now. Can you please check it against your notes.

Many thanks

Mark

PS You were great this morning!

On Mon, Apr 10, 2017 at 4:08 PM, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:

Hi Tim, Mark and Kevin and David.

I wanted to introduce our creative team for the Fraud campaign at Creed – Tim and Mark-to our Media Planners at MEC- Kevin and David ! Say hello everyone…..!

As you know time is v tight for getting creative to you so we are all on a big push for creative by Friday (Thursday cob?)

Can you folks liaise directly on what needs to be done/lined up in which order and keep myself and Yvonne in the loop?

We are finishing creative buy this evening tomorrow morning- hopefully all to be signed off by then….

We are finalising the media plan (print/radio wise) now and will share a final shortly with the folks at Creed – not change to formats as such so rest easy!

Thanks to both Creed and MEC for all your help and hard work with us so far, anything you need on our side let us know!

Pests.

Sarah

Sarah O'Callaghan

An Roinn Coimirce Sóisialaí
Department of Social Protection

Head of Communications & Customer Service

Department of Social Protection

Store Street.

Dublin 1.

D01 WY03.

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Sarah OCallaghan

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 10 April 2017 17:10
To: Sarah OCallaghan
Cc: Tim Britnell
Subject: Selection of creative by media and weighting of each

Hi Sarah

One thing that we will need to discuss is the selection of creative my media and the weighting of each message. Perhaps we could arrange a call to discuss tomorrow?

Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

Sarah OCallaghan

From: Kevin Gordon <k.gordon@mecglobal.com>
Sent: 10 April 2017 17:10
To: Mark Cassin; David Hayes
Cc: Tim Britnell; Yvonne Costello; Sarah OCallaghan
Subject: RE: Introductions- Creed & MEC

Hi Mark,

I shared the delivery details with you on the outdoor, which was the most pressing item. I got an extension for the 14th for that.

I was just amending the plan with a change in media but I'll send you a break down shortly with the schedule and dates.

Then let me know if you have further questions.

Thanks,

Kevin

From: Mark Cassin [mailto:mark@cassinmarketing.com]
Sent: 10 April 2017 17:06
To: Kevin Gordon <k.gordon@mecglobal.com>; David Hayes <David.Hayes@mecglobal.com>
Cc: Tim Britnell <tim@thecreed.ie>; Yvonne Costello <yvonne.costello@welfare.ie>; Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>
Subject: Re: Introductions- Creed & MEC

Hi Kevin and David

We are working on a super campaign for you. It would be really helpful if you could email me a breakdown of the deadlines for delivery artwork and radio for each media.

Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

On Mon, Apr 10, 2017 at 4:08 PM, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:

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We are finalising the media plan (print/radio wise) now and will share a final shortly with the folks at Creed – not change to formats as such so rest easy!

Thanks to both Creed and MEC for all your help and hard work with us so far, anything you need on our side let us know!

Bests,

Sarah

Sarah O'Callaghan

An Roinn Coimirce Sóisialaí
Department of Social Protection

Head of Communications & Customer Service

Department of Social Protection

Store Street,

Dublin 1,

D01 WY03.

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An Roinn Coimirce Sóisialaí - Víreas-scanta
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Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/
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Sarah OCallaghan

From: Kevin Gordon <k.gordon@mecglobal.com>
Sent: 10 April 2017 17:24
To: Mark Cassin; David Hayes
Cc: Tim Britnell; Yvonne Costello; Sarah OCallaghan
Subject: RE: Introductions- Creed & MEC
Attachments: DSP Anti Fraud Media Plan 2017 10.04.17 costless.xlsx

Hi Mark,

Please find the schedule attached.

In terms of delivery dates:

Outdoor: April 14th
Press: April 21st
Radio: April 21st
Digital: April 18th

The press and radio need to be supplied to the suppliers directly but you will send me the digital banners.

Let me know if you require further information.

Thanks,

Kevin

From: Mark Cassin [mailto:mark@cassinmarketing.com]
Sent: 10 April 2017 17:06
To: Kevin Gordon <k.gordon@mecglobal.com>; David Hayes <David.Hayes@mecglobal.com>
Cc: Tim Britnell <tim@thecreed.ie>; Yvonne Costello <yvonne.costello@welfare.ie>; Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>
Subject: Re: Introductions- Creed & MEC

Hi Kevin and David

We are working on a super campaign for you. It would be really helpful if you could email me a breakdown of the deadlines for delivery artwork and radio for each media.

Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

On Mon, Apr 10, 2017 at 4:08 PM, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:

Hi Tim, Mark and Kevin and David.

I wanted to introduce our creative team for the Fraud campaign at Creed – Tim and Mark-to our Media Planners at MEC- Kevin and David ! Say hello everyone…..!

As you know time is v tight for getting creative to you so we are all on a big push for creative by Friday (Thursday cob?)

Can you folks liaise directly on what needs to be done/lined up in which order and keep myself and Yvonne in the loop?

We are finishing creative buy this evening/tomorrow morning- hopefully all to be signed off by then….

We are finalising the media plan (print/radio wise) now and will share a final shortly with the folks at Creed – not change to formats as such so rest easy!

Thanks to both Creed and MEC for all your help and hard work with us so far, anything you need on our side let us know!

Bests,

Sarah

Sarah O'Callaghan

An Roinn Coimirce Sóisíal
Department of Social Protection

Head of Communications & Customer Service

Department of Social Protection

Store Street,

Dublin 1,

D01 W Y03.

[redacted]

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An Roinn Coimirce Sóisialaí - Víreas-scanta
****
***

--
Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/
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Date: 10 April '17
Client: Dept of Social Protection
Job: Anti-Fraud Campaign

'Welfare Cheats Cheat US All'
Media Schedule

Media	Size/ Format	Qty	Brand	Nixers	Inherit	Cheat	Illness	Cash in Hand
<u>Print:</u>								
Irish Times	25x4	2			2nd	1st		
Seachtain	25x4	1				1st		
Irish Examr	25x4	1				1st		
Independent	25x4	1				1st		
Sunday World	25x4	1			1st			
<u>OOH</u>								
48 Sheet	48 sheet	45	35	5*		5*		
Parkgate St 96 sheet	96 sheet	1	1					
Lightbox 48	Ltbox 48	1	1					
Lightbox 48 – Cork	48 sheet	1	1					
Lightbox 48 – Limerick	48 sheet	1	1					
Lightbox 48 – Dublin	48 sheet	1	1					
Digital Screen – Dunlk	Dig Screen	1	1					
Metropoles - Dub	Metpoles	10	10*					
T-sides – Dublin	T-sides	40	5	10	10	10	5	
Bus shelters - Nat	Bus shels	70		15	5	20	15	5
<u>Radio</u>								
Radio 1	30 sec	20 spots	50/50					
Today FM	30 sec	44 spots	50/50					
Newstalk	30 sec	48 spots	50/50					
IRS	30 sec	30 spots	50/50					
<u>Social</u>								
Twitter	Promoted tweets	380k Imps	TBC					
<u>Digital Display</u>								
GroupM Programmatic	Std IAB formats: Billboard MPU Mobile MPU Leaderboard	300k Imps	TBC					

Notes
*Sites with high dwell time.
Radio
- Ad 1 = [illegible]
- Ad 1 = [illegible]

Sarah OCallaghan

13

From: Tim Britnell <tim@thecreed.ie>
Sent: 10 April 2017 17:28
To: Sarah OCallaghan
Cc: mark@thecreed.ie; Helen Faughnan; Nick Miller; Yvonne Costello
Subject: Re: Welfare fraud - Outdoor 48 sheet, Bus Shelter and Radio x 3
Attachments: WELFARE CHEATS RADIO QUIZ V3.2.docx; bus_shelter_citylights_1800_1200_FOR APPROVAL_v2.pdf

Hi Guys,

Please find attached amended creative for approval.

All the best,

Tim

On 10/04/2017 17:13, Sarah OCallaghan wrote:

> Hi Mark and Tim,
>
> We have had a really quick review and a few small changes from me, before it goes further (to Minister and Kathleen etc.). Looking really great! Just two small amends....
>
> 1. Is it okay to keep claiming illness benefit if you've recovered? (as opposed to if you're feeling better- better not as conclusive a state as recovered- if you get me!)
>
> 2. Re the second ad format- I have only just spotted the third work up- thanks! Can we amend slightly to also reflect the " you've recovered" message (reason being, many conditions can have "good days" and we don't want to annoy such audiences with "feeling better" which they may be for a while....)
>
> Would be very grateful if you could action these for me asap? Think this is
>
> Many thanks
>
> Sarah

From: Tim Britnell [mailto:tim@thecreed.ie]
Sent: 10 April 2017 16:41
To: Sarah OCallaghan; mark@thecreed.ie
Subject: Welfare fraud - Outdoor 48 sheet, Bus Shelter and Radio x 3

Hi Sarah,

Great to get so much done this morning :)

Please find attached Welfare fraud - Outdoor 48 sheet, Bus Shelter and Radio x 3 for approval. Please check and let me know if we're good to go.

All the best,

Tim

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An Roinn Coimirce Sóisialaí – Víreas-scanta
****

RADIO
30 SECONDS
DEPARTMENT OF SOCIAL PROTECTION
WELFARE CHEATS QUIZ ONE:

SFX:	*WE HEAR GAME SHOW INTRO MUSIC.*
PRESENTER:	Okay Orla, are you ready to play Welfare Rights and Wrongs?
ORLA:	I'm ready, Bob.
SFX:	*Clock ticking.*
PRESENTER:	If you're unemployed and get a job, do you need to tell the Welfare?
ORLA:	Yes.
SFX:	*BING!*
PRESENTER:	Correct. If you're claiming social welfare and someone leaves you money in their will, do you need to tell the Welfare?
ORLA:	Are ye mad, no.
SFX:	*UH-URRrr!*
PRESENTER:	That's the wrong answer, Orla. If your situation changes, you must tell the Department of Social Protection. Because...WELFARE CHEATS ...
AUDIENCE :	..CHEAT US ALL!
PRESENTER:	If you think someone is cheating the Welfare To Call 1890 927 999 or visit welfare.ie/cheats

RADIO
30 SECONDS
DEPARTMENT OF SOCIAL PROTECTION
WELFARE CHEATS QUIZ TWO (SINGLE PERSON):

SFX:	*WE HEAR GAME SHOW INTRO MUSIC.*
PRESENTER:	Okay Martin, are you ready to play Welfare Rights and Wrongs?
MARTIN:	Sure am, Bob.
SFX:	*Clock ticking.*
PRESENTER:	If you know someone is claiming Social Welfare they're not entitled to, should you tell the Welfare?
MARTIN:	Yes.
SFX:	*BING!*
PRESENTER:	Correct. If you're claiming as a single person and a partner moves in and helps support you, do you need to tell the Welfare?
MARTIN:	I'd tell them she's just visiting.
SFX:	*UH-URRrr!*
PRESENTER:	That's the wrong answer, Martin. If your situation changes, you must tell the Department of Social Protection.
	Because...WELFARE CHEATS ...
AUDIENCE :	...CHEAT US ALL!
PRESENTER:	If you think someone is cheating the Welfare Lo Call 1890 927 999 or visit welfare.ie/cheats

RADIO
30 SECONDS
DEPARTMENT OF SOCIAL PROTECTION
WELFARE CHEATS QUIZ TWO (SINGLE):

SFX:	*WE HEAR GAME SHOW INTRO MUSIC.*
PRESENTER:	Okay Martin, are you ready to play Welfare Rights and Wrongs?
MARTIN:	Sure am, Bob.
SFX:	*Clock ticking.*
PRESENTER:	If you know someone is claiming Social Welfare they're not entitled to, should you tell the Welfare?
MARTIN:	Yes.
SFX:	*BING!*
PRESENTER:	Correct. If you've been claiming illness benefit but you're recovered, do you need to tell the Welfare?
MARTIN:	Think I'd keep couching for a bit longer.
SFX:	*UH-URRrr!*
PRESENTER:	That's the wrong answer, Martin. If your situation changes, you must tell the Department of Social Protection. Because...WELFARE CHEATS ...
AUDIENCE :	...CHEAT US ALL!
PRESENTER:	If you think someone is cheating the Welfare Lo Call 1890 927 999 or visit welfare.ie/cheats

An Roinn Coimirce Sóisiala
Department of Social Protection

IS IT OKAY TO KEEP CLAIMING ILLNESS BENEFIT, IF YOU'VE RECOVERED?

YES ☐ NO ☐

IF YOU THINK SOMEONE
IS CHEATING THE WELFARE
LO CALL 1800 927 999 OR
VISIT WELFARE.IE/CHEATS

WELFARE CHEATS
CHEAT US ALL

An Roinn Coimirce Sóisíal
Department of Social Protection

IS IT OKAY TO DO A COUPLE OF NIXERS AND STILL CLAIM WELFARE?

YES ☐ NO ☐

IF YOU THINK SOMEONE
IS CHEATING THE WELFARE
TO CALL 1890 927 999 OR
VISIT WELFARE.IE/CHEATS

WELFARE CHEATS
CHEAT US ALL

An Roinn Coimirce Sóisíalaí
Department of Social Protection

IF YOU INHERIT MONEY WHILE CLAIMING, WOULD YOU TELL THE WELFARE?

YES ☐ NO ☐

IF YOU THINK SOMEONE IS CREATING THE WELFARE

LO CALL 1890 327 999 99

VISIT WELFARE.IE/CHEATS

WELFARE CHEATS CHEAT US ALL

An Roinn Coimirce Sóisíala
Department of Social Protection

WOULD YOU REPORT A WELFARE CHEAT?

YES ☐ NO ☐

IF YOU THINK SOMEONE IS CHEATING THE WELFARE LO CALL 1890 927 999 OR VISIT WELFARE.IE/CHEATS

WELFARE CHEATS CHEAT US ALL

An Roinn Coimirce Sóisialaí
Department of Social Protection

IS IT OKAY TO KEEP CLAIMING ILLNESS BENEFIT, IF YOU'VE RECOVERED?

YES ☐ NO ☐

IF YOU THINK SOMEONE IS CHEATING THE WELFARE LO CALL 1890 327 999 OR VISIT WELFARE.IE/CHEATS

WELFARE CHEATS CHEAT US ALL

An Roinn Coimirce Sóisíalaí
Department of Social Protection

IS IT OKAY TO DO A COUPLE OF NIXERS AND STILL CLAIM WELFARE?

YES ☐ NO ☐

IF YOU THINK SOMEONE
IS CHEATING THE WELFARE
CALL 1890 927 999 03
VISIT WELFARE.IE/CHEATS

WELFARE CHEATS
CHEAT US ALL

An Roinn Coimirce Sóisíal
Department of Social Protection

IF YOU INHERIT MONEY WHILE CLAIMING, WOULD YOU TELL THE WELFARE?

YES ☐ NO ☐

IF YOU THINK SOMEONE
IS CHEATING THE WELFARE
LO CALL 1800 927 999 OR
VISIT WELFARE.IE/CHEATS

WELFARE CHEATS
CHEAT US ALL

An Roinn Coimirce Sóisíalaí
Department of Social Protection

WOULD YOU REPORT A WELFARE CHEAT?

YES ☐ NO ☐

IF YOU THINK SOMEONE IS CHEATING THE WELFARE SYSTEM CALL 1890 927 999 OR VISIT WELFARE.IE/CHEATS

WELFARE CHEATS CHEAT US ALL

Sarah OCallaghan

From: Kevin Gordon <k.gordon@mecglobal.com>
Sent: 10 April 2017 17:53
To: Yvonne Costello
Cc: Sarah OCallaghan
Subject: RE: Anti Fraud Campaign Updated Plan
Attachments: DSP Anti Fraud Media Plan 2017 10.04.17.xlsx

Hi Yvonne,

Please find the updated plan attached.

Thanks,

Kevin

From: Yvonne Costello [mailto:yvonne.costello@welfare.ie]
Sent: 10 April 2017 13:47
To: Kevin Gordon <k.gordon@mecglobal.com>
Cc: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>
Subject: RE: Anti Fraud Campaign Updated Plan

Hi Kevin

Sarah just beside me here, thanks that's great.

Just one other thing Sarah would like to take €10,000 from the programmatic spend and with that include The Sunday World and maybe the Independent?

Thanks
Yvonne.

Yvonne Costello
Communications Unit
Department of Social Protection
Floor 1, Aras Mhic Dhiarmada
Store Street
Dublin 1

W: www.welfare.ie

An Roinn Coimirce Sóisialaí
Department of Social Protection

From: Kevin Gordon [
Sent: 10 April 2017 11:59

To: Sarah OCallaghan
Cc: Yvonne Costello
Subject: Anti Fraud Campaign Updated Plan

Hi Sarah,

I hope that you had a great weekend with the glorious weather we had.

I added Radio 1 to the plan and reduced down the digital display.

I have included research in the plan if that was still something you wanted to consider or I could look to reinvest the budget elsewhere.

Thanks,

Kevin

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An Roinn Coimirce Sóisialaí - Víreas-scanta

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From: Nick Miller
Sent: 10 April 2017 18:02
To: Sarah OCallaghan
Subject: RE: Welfare fraud - Outdoor 48 sheet, Bus Shelter and Radio x 3

I wondered about that. It is clear when written, but might have people scratching their heads if they only hear it.

Is it a millennial term?

From: Sarah OCallaghan
Sent: 10 April 2017 18:01
To: Nick Miller
Subject: FW: Welfare fraud - Outdoor 48 sheet, Bus Shelter and Radio x 3

See below Nick re –"couching"- not sure it's in the oxford English dictionary (yet) but I think it easy to understand- thoughts?
S

From: Helen Faughnan
Sent: 10 April 2017 17:56
To: Sarah OCallaghan; TJ Fleming
Cc: Yvonne Costello; Claire Walsh - Sligo
Subject: RE: Welfare fraud - Outdoor 48 sheet, Bus Shelter and Radio x 3

Sarah, all grand except.....not sure that 'I think I'd keep couching for a bit longer' in illness ad will be understood? If people think it will, then go ahead.

Regards
Helen

From: Sarah OCallaghan
Sent: 10 April 2017 17:45
To: Helen Faughnan; TJ Fleming
Cc: Yvonne Costello; Claire Walsh - Sligo
Subject: FW: Welfare fraud - Outdoor 48 sheet, Bus Shelter and Radio x 3

Hi Helen and TJ,
Thanks so much for both giving your time today to help us get this over the line!
Final proposed copy attached with two radio ads treatments for 'Martin" for consideration by Kathleen and the Minister.
Can I also draw your attention to a slight rewording of the €500m line- which does look better I think-LAST YEAR, WE SAVED €500 MILLION THROUGH ANTI-FRAUD ACTIVITY

Let me know if you have any final comments or amends? Ideally by close of business or tomorrow first thing? Claire and Yvonne can you proof read also?

Many Thanks
Sarah

From: Sarah OCallaghan
Sent: 10 April 2017 17:34

To: Nick Miller
Subject: FW: Welfare fraud - Outdoor 48 sheet, Bus Shelter and Radio x 3

Hi Nick,
Please see attached campaign creative output – incl radio format and outdoor.
Please note that the second radio ad has two treatment- one with a question re "single people" and one alternative question re "illness benefit" for your consideration.
We are going with the term recovered for the campaign as it's the cleanest term- hope that's ok?

Let me know if you're happy with same,

Bests
Sarah

Sarah OCallaghan

16

From: Kathleen Stack
Sent: 10 April 2017 20:20
To: Sarah OCallaghan
Subject: RE: Welfare fraud - Outdoor 48 sheet, Bus Shelter and Radio x 3

Sarah

Sorry....out for dinner with conference so will review when I get back to hotel.

I'll give you a call in the morning.

K.

Sent from my Windows Phone

From: Sarah OCallaghan
Sent: 10/04/2017 18:40
T [redacted] Kathleen Stack
Subject: FW: Welfare fraud - Outdoor 48 sheet, Bus Shelter and Radio x 3

Hi Kathleen,
As promised, ta –dah here is your campaign!

1. See the 48 sheet master- this is the billboard (we want to ensure you're happy with the line re €500m – we have phrased to reflect end of year fraud statement- TJ is fine but wanted to draw your eye to it).

2. The bus shelter one has the "questions" layout for bus shelters/digital screens etc.

3. Welfare Cheats radio script is the word doc. We propose 2 "welfare rights and wrongs" radio ads in the gameshow format. The second radio ad has two treatments- one with a question re "single people" and one alternative question re "illness benefit" for your consideration. Can you let us know which you'd prefer?

Ministers team reviewing in parallel to you.

Hope this makes sense and if you'd like to chat or discuss any aspect, you can catch me on the mobile at any time this evening/tonight so feel free to call if you need to...

Pests
Sarah

Sarah O'Callaghan

An Roinn Coimirce Sóisialaí
Department of Social Protection

Head of Communications & Customer Service
Department of Social Protection
Store Street,
Dublin 1,
D01 W703.

T: 01 7043530
LinkedIn: https://www.linkedin.com/in/socallaghan

Sarah OCallaghan

17

From: Kathleen Stack
Sent: 11 April 2017 10:37
To: Sarah OCallaghan
Subject: RE: Welfare fraud - Outdoor 48 sheet, Bus Shelter and Radio x 3

Sarah

Okay needs to change to OK in ALL the bus shelter questions.

K.

Sent from my Windows Phone

From: Sarah OCallaghan
Sent: 11/04/2017 11:31
To: Mark Cassin; Tim Britnell
Cc: Helen Faughnan; Nick Miller; Kathleen Stack; Yvonne Costello; Claire Walsh - Sligo; TJ Fleming
Subject: FW: Welfare fraud - Outdoor 48 sheet, Bus Shelter and Radio x 3

Hi Mark and Tim,
We are still in the process of getting final change/sign off. Will call you shortly.

One concern was the recognisability of the phrase "the welfare" from our senior management. Do you agree that it's a term that is readily recognisable in Ireland and not just one that we in the Dept use? Thoughts on that most welcome. Personally fine with the concept but just want to be sure in our messaging.

The following changes as required-Can we get these update asap please so I can share with Ministers team for a meeting at 1.30pm today?

Radio Ads:

1. We are going for ad copy 2 and 3 (i.e. The illness and single person versions). Ministers advisers have asked that we take the first example from ad 1 and replace the first example in ad 3 with that and have Ad 3 with the female contestant Orla.

2. Can we change the Couching Phrase in the illness question to 'duvet days/relaxing on the sofa' kind of language

OOH Advertising:

1. Can we change OKAY on the illness "question" concept to "OK"

2. We need copy for the "employing "cash in hand" concept to review and approve as discuss this am

3. Personally I'd like our logo a bit larger in the "question" style OOH ads (top in corner)

Think that's it! We have to give this to our CG today for final clearance also so back to you after that with my final amends.

Thanks
Orla

Sarah OCallaghan

From: TJ Fleming
Sent: 11 April 2017 10:45
To: Sarah OCallaghan; Helen Faughnan; Kathleen Stack
Cc: Catherine Connellan; Grainne Cullen
Subject: FW: Welfare fraud - Outdoor 48 sheet, Bus Shelter and Radio x 3
Attachments: WELFARE CHEATS RADIO QUIZ V3.2.docx; bus_shelter_citylights_1800_1200 FOR APPROVAL_v2.pdf; 48sheet_master_FOR APPROVAL.PDF

Sarah

We discussed the selected items with my team this morning and the response has been positive on the look, feel and content of campaign. The overall feeling was that the term "welfare" worked well and was better than references to the "Department" or other possible descriptors.

Remember that we need to update the telephone number on all items.

Reference to "couching" we felt could be "coughing" – but I notice that you suggest the "duvet day" approach as one that one resonate better.

TJ

41688

From: Sarah OCallaghan
Sent: 11 April 2017 10:31
To: Mark Cassin; Tim Britnell
Cc: Helen Faughnan; Nick Miller; Kathleen Stack; Yvonne Costello; Claire Walsh - Sligo; TJ Fleming
Subject: FW: Welfare fraud - Outdoor 48 sheet, Bus Shelter and Radio x 3

Hi Mark and Tim,
We are still in the process of getting final change/sign off. Will call you shortly.

One concern was the recognisability of the phrase "the welfare" from our senior management. Do you agree that it's a term that is readily recognisable in Ireland and not just one that we in the Dept use? Thoughts on that most welcome. Personally fine with the concept but just want to be sure in our messaging.

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2. We need copy for the "employing cash in hand" concept to review and approve as discussed this am
3. Personally I'd like our logo a bit larger in the "question" style OOH ads (top rh corner)

Think that's it! We have to give this to our SG today for final clearance also so back to you after that with any final amends.

Bests
Sarah

Sarah OCallaghan

From: Yvonne Costello
Sent: 11 April 2017 16:48
To: Sarah OCallaghan
Cc: Geraldine Kirwan; Kevin Gordon
Subject: RE: Anti Fraud Campaign Updated Plan

Hi Sarah

Can you call Kevin when you get a chance?

Kevin I'm en route home so can't call you at the moment – Sarah's mobile i if she doesn't get back to you in the next hour. She may be on a conference call at the moment. I'll check back in to make sure you got her if not I'll ring you back.

Yvonne

From: Kevin Gordon [mailto:k.gordon@mecglobal.com]
Sent: 11 April 2017 16:40
To: Yvonne Costello
Cc: Sarah OCallaghan; Geraldine Kirwan
Subject: RE: Anti Fraud Campaign Updated Plan

No problem on the below, however Yvonne can you quickly give me a call on the outdoor please?.

The creative agency just showed me they are planned for about 5 different designs.

I am available on(

Thanks,

Kevin

From: Yvonne Costello [mailto:yvonne.costello@welfare.ie]
Sent: 11 April 2017 16:38
To: Kevin Gordon <k.gordon@mecglobal.com>
Cc: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>; Geraldine Kirwan <Geraldine.Kirwan1@welfare.ie>
Subject: RE: Anti Fraud Campaign Updated Plan

Hi Kevin

No that's fine – I don't think we'll get it over the line anyway at this stage as we're still tweaking the creative so we probably won't have it across to you in time. However it's good to have the costings for future events.

Sarah has had another look at the latest media plan and would like two small changes (if possible).
Firstly can we reduce the Irish Times ads to 1 and secondly can we free up the money allocated to the survey. Can the savings from both of these changes be allocated to Radio and Digital spend evenly?

I'm out of the office tomorrow but if you need anything email Ger above and she will chase it up for you.

Chat then
Yvonne

From: Kevin Gordon [mailto:k.gordon@mecglobal.com]
Sent: 11 April 2017 16:25
To: Yvonne Costello
Cc: Veronica Scanlan
Subject: RE: Anti Fraud Campaign Updated Plan

Hi Yvonne,

You would just book it for a few hours, you would need a separate booking for different days.

However I can look at a deal if you wanted to use them again.

Thanks,

Kevin

From: Yvonne Costello [mailto:yvonne.costello@welfare.ie]
Sent: 11 April 2017 15:36
To: Kevin Gordon <k.gordon@mecglobal.com>
Cc: Veronica Scanlan <Veronica.Scanlan@welfare.ie>
Subject: FW: Anti Fraud Campaign Updated Plan

Hi Kevin

We would be interested in the adbike option – are they re-usable?

Thanks
Yvonne

From: Kevin Gordon [mailto:k.gordon@mecglobal.com]
Sent: 11 April 2017 10:34
To: Sarah OCallaghan; Yvonne Costello
Subject: RE: Anti Fraud Campaign Updated Plan

Hi Sarah,

Below are the costs for this

We would need artwork by COP today in order for it to be turned around on time, do you think this is achievable?
See below images of the formats.

The costs are as follows –

- Admobile x 1
- Adbike x 2 –

€1 MILLION
Patrick's Str

Thanks,

Kevin

From: Kevin Gordon
Sent: 11 April 2017 09:45
To: 'Sarah OCallaghan' <Sarah.OCallaghan@welfare.ie>; Yvonne Costello <yvonne.costello@welfare.ie>
Subject: RE: Anti Fraud Campaign Updated Plan

Hi Sarah,

Yes that is an option for us, I spoke to the OOH team and instead of putting up a site for a few hours we could get an admobile and promo bike and then go to where we would like.

I'll send an image and costs over shortly.

Thanks,

Kevin

From: Sarah OCallaghan [redacted]
Sent: 11 April 2017 09:19

To: Kevin Gordon <k.gordon@mecglobal.com>; Yvonne Costello <yvonne.costello@welfare.ie>
Subject: RE: Anti Fraud Campaign Updated Plan

Please do Kevin and if we could get a background for the Minister for Tuesday 18th- launch date-that'd be fab? Time v short but delighted you said it might be possible.
Can you let me know how/if that might work?
Sarah

From: Kevin Gordon [mailto:k.gordon@mecglobal.com]
Sent: 11 April 2017 09:18
To: Sarah OCallaghan; Yvonne Costello
Subject: RE: Anti Fraud Campaign Updated Plan

That is excellent Sarah, I will formally book in the OOH now so and I have been in touch with the guys so everything should be ok on this.

Thanks,

Kevin

From: Sarah OCallaghan [mailto:Sarah.OCallaghan@welfare.ie]
Sent: 10 April 2017 15:09
To: Kevin Gordon <k.gordon@mecglobal.com>; Yvonne Costello <yvonne.costello@welfare.ie>
Subject: RE: Anti Fraud Campaign Updated Plan

Hi Kevin,
We are all good with the OOH formats and will have two radio ads (30 secs).
Hope that's ok?
Bests
Sarah

From: Kevin Gordon [mailto:k.gordon@mecglobal.com]
Sent: 10 April 2017 14:45
To: Yvonne Costello
Cc: Sarah OCallaghan
Subject: RE: Anti Fraud Campaign Updated Plan

Hi Yvonne,

Just wondering how the creative meeting went today?

Are we still good on the OOH?

Thanks,

Kevin

From: Yvonne Costello [mailto:yvonne.costello@welfare.ie]
Sent: 10 April 2017 13:47
To: Kevin Gordon <k.gordon@mecglobal.com>
Cc: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>
Subject: RE: Anti Fraud Campaign Updated Plan

Hi Kevin

Sarah just beside me here, thanks that's great.

Just one other thing Sarah would like to take €10,000 from the programmatic spend and with that include The Sunday World and maybe the Independent?

Thanks
Yvonne.

Yvonne Costello
Communications Unit
Department of Social Protection
Floor 1, Áras Mhic Dhiarmada
Store Street
Dublin 1

w: www.welfare.ie

An Roinn Coimirce Sóisialaí
Department of Social Protection

From: Kevin Gordon [mailto:k.gordon@mecglobal.com]
Sent: 10 April 2017 11:59
To: Sarah OCallaghan
Cc: Yvonne Costello
Subject: Anti Fraud Campaign Updated Plan

Hi Sarah,

I hope that you had a great weekend with the glorious weather we had.

I added Radio 1 to the plan and reduced down the digital display.

I have included research in the plan if that was still something you wanted to consider or I could look to reinvest the budget elsewhere.

Thanks,

Kevin

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Sarah OCallaghan

From: Tim Britnell <tim@thecreed.ie>
Sent: 11 April 2017 18:15
To: Sarah OCallaghan
Subject: Re: WELFARE CHEATS RADIO QUIZ V4

Hi,

I believe everyone understands that 'cash in hand', means not paying taxes, and hence illegal. I think the interesting part of this question is the morality of paying someone cash in hand. i.e is it fair to pay cash in hand or is it right to pay someone cash in hand. This is where the interest lies.

So I'd go with either "fair" or "right". I personally prefer 'fair' as it's softer and hence makes the reader think harder and longer about it. But happy with "right" too.

All the best,

Tim

On 11/04/2017 18:00, Sarah OCallaghan wrote:

Hi Tim,

Not as much fair as legal methinks? So maybe more.....

"Is employing someone cash in hand legal?" "Or is employing someone cash in hand right?"

Any thoughts Kathleen, TJ and Helen?

Best

Sarah

From: Tim Britnell [mailto:tim@thecreed.ie]
Sent: 11 April 2017 17:56
To: Sarah OCallaghan
Subject: Re: WELFARE CHEATS RADIO QUIZ V4

Hi Sarah,

Ok. No probs.
So just to clarify - the headline should read:

Is employing someone cash in hand fair?

Thanks

Tim

On 11/04/2017 17:46, Sarah OCallaghan wrote:

Hi Tim,

Just glanced, it was more "employing" someone cash in hand than paying them- ie. Making a deliberate decision to defraud the social welfare and avoiding PRSI through that cash payment which allows the recipient to also claim social welfare....

Can we adjust to reference employ?

Ta kindly

Sarah

From: Tim Britnell [mailto:tim@thecreed.ie]
Sent: 11 April 2017 17:42
To: Sarah OCallaghan
Subject: Re: WELFARE CHEATS RADIO QUIZ V4

Hi Sarah,

Just a quick one.
Which "cash in hand" version is approved?

T

On 11/04/2017 16:51, Sarah OCallaghan wrote:

Hi Tim and Mark,

See attached some issues re the finals...Our fraud phone number is now in my radio edit above and is a Dublin number- not a lo-call just - 01-673 15 45

1) **Radio quiz – Need to Firm Up on Issue of "the Department"/ Social welfare...**

Do we need to say the "Ready to Play the Dept of Social Protections Social Welfare Rights and Wrongs" as this allows us thereafter to refer to "The Department" in our questions as opposed to "the welfare"? V wordy I know but concern re the use of "welfare/the welfare" without the context of our Dept name....

If we use Social Welfare rights and wrongs that still leaves us with the issue of telling "the welfare" which our senior management team were not overly comfortable with in general?

See attached for details. Thoughts please? We need to get this aligned across all media.

2) **Campaign Billboard- Original concept- Welfare Cheats Cheat Us All**

We do need to make a few amends in addition to the control and fraud activity one- thanks. Can we go with " If you think someone is cheating welfare" instead of "the welfare" . Does that sound ok? Or can we do better? Cheating US? Cheating the Dept?

3) **The Yes/No Ads- 4 formats- Illness, Nixers, Report a Cheat and Employ for Cash...**

The ad for the inherit is ruled out. Desire to make fraud look clear-cut in the "space" of fraud.

Can we see the ad for the "cash in hand" yes/no when you have it?

I think that's is -but am open to correction Kathleen and Helen?

Bests

Sarah

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Sarah OCallaghan

21

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 11 April 2017 22:27
To: Sarah OCallaghan
Cc: Tim Britnell; Yvonne Costello
Subject: Re: 2 Props

Hi Sarah

That's no problem. Tim and I were discussing it today. We'll take care if it.

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

On Tue, Apr 11, 2017 at 6:33 PM, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:

Hi Tim and Mark,

One last thing! Can we get 2 props for the day for the Minister for next Tuesday 18th please? I don't want this to fall off the list!

As suggested by Nick his advisor: "Welfare cheats cheat us all" and the " Would You report a welfare cheat" yes/no message.

Thanks so much

Sarah

Sarah O'Callaghan

An Roinn Coimirce Sóisialaí
Department of Social Protection

Head of Communications & Customer Service

Department of Social Protection

Store Street.

Dublin 1.

D01 WY03.

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An Roinn Coimirce Sóisialaí - Vireas-scanta
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Sarah OCallaghan

From: TJ Fleming
Sent: 11 April 2017 16:47
To: Sarah OCallaghan
Cc: Kathleen Stack; Margaret Haverty; Catherine Connellan
Subject: RE: Anti Fraud campaign

Sarah

With respect to preparing material for the launch next Tuesday, can you advise what you will need from us. Margaret H is anxious to be kept in the loop.

TJ

From: Sarah OCallaghan
Sent: 11 April 2017 16:46
To: Larry Cassidy; Claire Walsh - Sligo
Cc: Kevin Coady; TJ Fleming; Kathleen Stack
Subject: RE: Anti Fraud campaign dedicated phone number

Thanks Larry,
Yes for next Tuesday please (ideally Thurs this week but we may be pushing our luck??!)
Claire will liaise further...
Thanks again for sorting this out for us!
Sarah

From: Larry Cassidy
Sent: 11 April 2017 16:35
To: Sarah OCallaghan; Claire Walsh - Sligo
Cc: Kevin Coady; TJ Fleming; Kathleen Stack
Subject: RE: Anti Fraud campaign dedicated phone number

Ok Sarah,

And just to confirm, you don't need this operational until Monday, and you will get the list of extension numbers to us as soon as possible.

Regards,
Larry.

From: Sarah OCallaghan
Sent: Tuesday 11 April 2017 16:23
To: Larry Cassidy; Claire Walsh - Sligo

Cc: Kevin Coady; TJ Fleming; Kathleen Stack
Subject: RE: Anti Fraud campaign dedicated phone number

Thanks so much Claire and Larry- we'll go with the 01 number so!
Bests
Sarah

From: Larry Cassidy
Sent: 11 April 2017 15:23
To: Claire Walsh - Sligo
Cc: Sarah OCallaghan; Kevin Coady
Subject: RE: Anti Fraud campaign dedicated phone number

Claire,

Please bear in mind that we do not maintain a list of spare prime numbers, so we are looking for available numbers in our current operational blocks. The team have identified the following possible numbers:

- 076-6285299
- 01-6734545

Larry.

-----Original Message-----
From: Larry Cassidy
Sent: Tuesday 11 April 2017 14:54
To: Claire Walsh - Sligo
Cc: Sarah OCallaghan; Kevin Coady
Subject: RE: Anti Fraud campaign dedicated phone number

Claire,

The only way I can answer your question in relation to the cost of calling an 076 number is that the cost is relative to the carrier the individual it with, the medium they are using (fixed or mobile), and the terms of the contract or pay-as-you-go service they have signed up for.

I have asked one of the team to look for an available number from our current ranges.

Larry Cassidy [redacted]

From: Claire Walsh - Sligo
Sent: Tuesday 11 April 2017 12:57
To: Larry Cassidy
Cc: Sarah OCallaghan; Kevin Coady
Subject: RE: Anti Fraud campaign dedicated phone number

Hi Larry

Further to our earlier conversation, can you confirm whether 076 numbers attract similar costs as an 1890 number does from landlines/mobiles etc please. I know I've been pressing you for the number as earlier as possible today for use in our advertising so if there is a similar cost implication then this may not be a runner.

For clarity what I am looking for is a clean number (i.e. not in use for any other function of the Dept) that

a) doesn't have a financial impact on the customer when making a call
b) is memorable
c) can be patched to extensions in both Sligo and Carrick, and reconfigured as necessary - not an IVR option.

If we can do all 3 using an (01) number that would work for us - would that be a cleaner/faster solution? Your advice would be appreciated.

Many thanks

Claire

-----Original Message-----
From: Claire Walsh - Sligo
Sent: 10 April 2017 15:29
To: Larry Cassidy
Cc: Yvonne Costello; Sarah OCallaghan
Subject: Anti Fraud campaign dedicated phone number

Hi Larry

Further to our conversation on Friday, we would like to run with the idea of putting a 0761 number in place for our Anti-Fraud campaign. You mentioned that you could coordinate with the OGPCIO regarding obtaining a number that was catchy, that we could use for a dedicated anti-frand hotline - as any number will feature prominently in the campaign. The number that is obtained would ultimately terminate in the Control section in Carrick on Shannon - their current landline number is 01 6732123 - though we may need to have some contingency arrangements in the meantime where the number may be serviced by agents in both Sligo and in Carrick for the duration of the campaign. I understand from our conversation that it would logistically to put a dedicated number in place linked to a number of extensions, versus putting an IVR solution in place, and we are happy to go with this approach.

As mentioned Friday - we are under a time crunch regarding getting the number sop that we can share it with our creative team who are working on the advertising, as the Minister is launching the campaign on Tuesday next, 18th April, thought the actual functionality does not have to be in place until later next week - however, I will need to know what the number is by end of today, early tomorrow. Do you think it is possible to turn it around in that time frame?

Many thanks for all your assistance so far - if you need to discuss I am on the train but contactable on [redacted]

Regards

Claire

Sarah OCallaghan

From: TJ Fleming
Sent: 12 April 2017 10:00
To: Sarah OCallaghan; Kathleen Stack; Helen Faughnan; Nick Miller
Cc: Yvonne Costello
Subject: RE: WELFARE CHEATS RADIO QUIZ V4

Sarah

I'm inclined to "fair" – it is far more provocative than "right". Won't break the campaign if either used.

TJ

From: Sarah OCallaghan
Sent: 12 April 2017 09:30
To: Kathleen Stack; TJ Fleming; Helen Faughnan; Nick Miller
Cc: Yvonne Costello
Subject: FW: WELFARE CHEATS RADIO QUIZ V4

Morning All,
I have the "cash in hand version here for your review.

By way of background, I had originally proposed asking if it was right/legal. Option 2 is "is it right".
Tim and I discussed it and its true that the issue of fairness/cheating is at the heart of this campaign and that the 'fair' option is his recommendation.

Advice here

I believe everyone understands that 'cash in hand', means not paying taxes, and hence illegal. I think the interesting part of this question is the morality of paying someone cash in hand. i.e is it fair to pay cash in hand or is it right to pay someone cash in hand. This is where the interest lies.

So I'd go with either "fair" or "right". I personally prefer 'fair' as it's softer and hence makes the reader think harder and longer about it. But happy with "right" too.

Looking at it now, I tend to agree with fair.

In any event, please take a look at the two options here for your consideration and we expect to have full campaign artwork by lunchtime (Phew!)

Bests,
Sarah

From: Tim Britnell [mailto:tim@theg[redacted].ie]
Sent: 12 April 2017 09:16
To: Sarah OCallaghan
Subject: Re:-WELFARE-CHEATS-RADIO QUIZ V4

Hi Sarah,

Please find attached are the 2 versions of cash in hand. Let me know the approved version and I'll get it artworked to the specifactions.

Also, I'll also send you over all other print and OOH artwork for sign off by lunchtime.

All the best,

Tim

On 11/04/2017 18:18, Sarah OCallaghan wrote:

Gotcha Tim- point well made. Can we get both of those (fair/right) mocked up and I will put to my jury???
S

From: Tim Britnell [mailto:tim@thecreed.ie]
Sent: 11 April 2017 18:15
To: Sarah OCallaghan
Subject: Re: WELFARE CHEATS RADIO QUIZ V4

Hi,

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All the best,

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Any thoughts Kathleen, TJ and Helen?

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Sarah

From: Tim Britnell [mailto:tim@thecreed.ie]
Sent: 11 April 2017 17:56
To: Sarah OCallaghan
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Hi Sarah,

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So just to clarify - the headline should read:

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Can we adjust to reference employ?

Ta kindly

Sarah

From: Tim Britnell [mailto:tim@thecreed.ie]
Sent: 11 April 2017 17:42
To: Sarah OCallaghan
Subject: Re: WELFARE CHEATS RADIO QUIZ V4

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Radio quiz – Need to Firm Up on Issue of "the Department"/ Social welfare...

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Campaign Billboard- Original concept- Welfare Cheats Cheat Us All

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Bests

Sarah

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Sarah OCallaghan

From: TJ Fleming
Sent: 12 April 2017 11.09
To: Sarah OCallaghan; Nick Miller; Kathleen Stack; Helen Faughnan
Cc: Yvonne Costello
Subject: RE: WELFARE CHEATS RADIO QUIZ V4

No objection here - run with right

T J Fleming
Department of Social Protection

From: Sarah OCallaghan
Sent: 12/04/2017 11:03
To: Nick Miller; Kathleen Stack; TJ Fleming; Helen Faughnan
Cc: Yvonne Costello
Subject: RE: WELFARE CHEATS RADIO QUIZ V4

Hi Folks,
Bit of a draw here votes wise..... "right" might be a slightly safer option as opposed to fair given there is some hesitation re "fair".
I'll ask the guys to go with "right" and take on board Nicks point below re phrasing...
Bests
Sarah

From: Nick Miller
Sent: 12 April 2017 10:39
To: Sarah OCallaghan; Kathleen Stack; TJ Fleming; Helen Faughnan
Cc: Yvonne Costello
Subject: RE: WELFARE CHEATS RADIO QUIZ V4

I think right works better but can live with fair.

Regarding the grammar – would it not be a little clearer to say 'is it right to employ someone cash in hand?'

From: Sarah OCallaghan
Sent: 12 April 2017 09:30
To: Kathleen Stack; TJ Fleming; Helen Faughnan; Nick Miller
Cc: Yvonne Costello
Subject: FW: WELFARE CHEATS RADIO QUIZ V4

Morning All,
Have the "cash in hand version here for your review.

By way of background, I had originally proposed asking if it was right/legal. Option 2 is "is it right".
Tim and I discussed it and its true that the issue of fairness/cheating is at the heart of this campaign and that the 'fair' option is his recommendation.

Advice here

I believe everyone understands that 'cash in hand', means not paying taxes, and hence illegal. I think the interesting part of this question is the morality of paying someone cash in hand. i.e is it fair to pay cash in hand or is it right to pay someone cash in hand. This is where the interest lies.

So I'd go with either "fair" or "right". I personally prefer 'fair' as it's softer and hence makes the reader think harder and longer about it. But happy with "right" too.

Looking at it now, I tend to agree with fair.

In any event, please take a look at the two options here for your consideration and we expect to have full campaign artwork by lunchtime (Phew!)

Bests,
Sarah

From: Tim Britnell [mailto:tim@thecreed.ie]
Sent: 12 April 2017 09:16
To: Sarah OCallaghan
Subject: Re: WELFARE CHEATS RADIO QUIZ V4

Hi Sarah,

Please find attached are the 2 versions of cash in hand. Let me know the approved version and I'll get it artworked to the specifactions.

Also, I'll also send you over all other print and OOH artwork for sign off by lunchtime.

All the best,

Tim

On 11/04/2017 18:18, Sarah OCallaghan wrote:

Gotcha Tim- point well made. Can we get both of those (fair/right) mocked up and I will put to my jury???
S

From: Tim Britnell [mailto:tim@thecreed.ie]
Sent: 11 April 2017 18:15
To: Sarah OCallaghan
Subject: Re: WELFARE CHEATS RADIO QUIZ V4

Hi,

I believe everyone understands that 'cash in hand', means not paying taxes, and hence illegal. I think the interesting part of this question is the morality of paying someone cash in hand. i.e is it fair to pay cash in hand or is it right to pay someone cash in hand. This is where the interest lies.

So I'd go with either "fair" or "right". I personally prefer 'fair' as it's softer and hence makes the reader think harder and longer about it. But happy with "right" too.

All the best,

Tim

On 11/04/2017 18:00, Sarah OCallaghan wrote:

Hi Tim,
Not as much fair as legal methinks? So maybe more.....

"Is employing someone cash in hand legal?" "Or is employing someone cash in hand right?"

Any thoughts Kathleen, TJ and Helen?

Best
Sarah

From: Tim Britnell [mailto:tim@thecreed.ie]
Sent: 11 April 2017 17:56
To: Sarah OCallaghan
Subject: Re: WELFARE CHEATS RADIO QUIZ V4

Hi Sarah,

Ok. No probs.
So just to clarify - the headline should read:

Is employing someone cash in hand fair?

Thanks

Tim

On 11/04/2017 17:46, Sarah OCallaghan wrote:

Hi Tim,
Just glanced, it was more "employing" someone cash in hand than paying them- ie. Making a deliberate decision to defraud the social welfare and avoiding PRSI through that cash payment which allows the recipient to also claim social welfare....
Can we adjust to reference employ?

Ta kindly
Sarah

From: Tim Britnell [mailto:tim@thecreed.ie]
Sent: 11 April 2017 17:42
To: Sarah OCallaghan
Subject: Re: WELFARE CHEATS RADIO QUIZ V4

Hi Sarah,

Just a quick one.
Which "cash in hand" version is approved?

T

On 11/04/2017 16:51, Sarah OCallaghan wrote:

Hi Tim and Mark.
See attached some issues re the finals...Our fraud phone number is now in my radio edit above and is a Dublin number- not a lo-call just - 01-673 45 45

1) **Radio quiz – Need to Firm Up on Issue of "the Department"/ Social welfare...**

Do we need to say the "Ready to Play the Dept of Social Protections Social Welfare Rights and Wrongs" as this allows us thereafter to refer to "The Department" in our questions as opposed to "the welfare"? V wordy I know but concern re the use of "welfare/the welfare" without the context of our Dept name....
If we use Social Welfare rights and wrongs that still leaves us with the issue of telling "the welfare" which our senior management team were not overly comfortable with in general?
See attached for details. Thoughts please? We need to get this aligned across all media.

2) **Campaign Billboard- Original concept- Welfare Cheats Cheat Us All**

We do need to make a few amends in addition to the control and fraud activity one- thanks. Can we go with " If you think someone is cheating welfare" instead of "the welfare" . Does that sound ok? Or can we do better? Cheating US? Cheating the Dept?

3) **The Yes/No Ads- 4 formats- Illness, Nixers, Report a Cheat and Employ for Cash...**

The ad for the inherit is ruled out. Desire to make fraud look clear-cut in the "space" of fraud.
Can we see the ad for the "cash in hand" yes/no when you have it?

I think that's is -but am open to correction Kathleen and Helen?

Bests
Sarah

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Sarah OCallaghan

From: Kevin Gordon <k.gordon@mecglobal.com>
Sent: 12 April 2017 11:28
To: Sarah OCallaghan; Yvonne Costello
Cc: Geraldine Kirwan
Subject: RE: Anti Fraud Campaign Updated Plan

Hi Sarah,

No problem, I had gotten in the printing costs to run all 5 as per Creed's split they shared.

48's -
6's -

However if it is just the bus shelters then the cost that much.

On the dwell time, that is something we can finalize between Creed, ourselves and our outdoor specialists Kinetic. I discussed it with Mark yesterday and happy to chat about it with you when you wish.

Thanks,

Kevin

From: Sarah OCallaghan [mailto:Sarah.OCallaghan@welfare.ie]
Sent: 12 April 2017 11:22
To: Kevin Gordon <k.gordon@mecglobal.com>; Yvonne Costello <yvonne.costello@welfare.ie>
Cc: Geraldine Kirwan <Geraldine.Kirwan1@welfare.ie>
Subject: RE: Anti Fraud Campaign Updated Plan

Thanks Kevin, Might chat to you re the 48 sheets/dwell time re same- thought we might go with brand on this but want advice from both you and Creed re same? Maybe we could briefly discuss?
Ta kindly
Sarah

From: Kevin Gordon [mailto:k.gordon@mecglobal.com]
Sent: 12 April 2017 11:06
To: Sarah OCallaghan; Yvonne Costello
Cc: Geraldine Kirwan
Subject: RE: Anti Fraud Campaign Updated Plan

Hi Sarah,

We are looking at running the different creatives on the 48 sheets and bus shelters.

I will send you an updated cost as soon as I can but as discussed I will keep it at the original budget.

Thanks,

Kevin

From: Sarah OCallaghan [mailto:Sarah.OCallaghan@welfare.ie]
Sent: 12 April 2017 10:55

To: Kevin Gordon <k.gordon@mecglobal.com>; Yvonne Costello <yvonne.costello@welfare.ie>
Cc: Geraldine Kirwan <Geraldine.KirwanL@welfare.ie>
Subject: RE: Anti Fraud Campaign Updated Plan

Morning Kevin,
I'm working through the media planning with Creed now and the only outdoor format that is likely to be different to the others (ie using the mix of posters is bus shelters).
I think yesterday you were consideration the different options across all OOH formats when we spoke so please note this when looking at any costings.
Given this, plan, I'm inclined to think that that given this is just digital printing this should not cause much/if any additional costing given it is just across single formal and given the overall level of investment by us here?

Can you come back on this for me when you've had a chance to review?

Bests
Sarah

From: Kevin Gordon [mailto:k.gordon@mecglobal.com]
Sent: 11 April 2017 16:53
To: Yvonne Costello; Sarah OCallaghan
Cc: Geraldine Kirwan
Subject: RE: Anti Fraud Campaign Updated Plan

No problem Yvonne.

It is just on the outdoor, Creed have about 5 different designs planned.

I'd recommend sticking to one, as your printing costs are just going to rise and too much money would be invested into production. However I am happy to discuss and look into it.

I'll make those other changes as requested and will send over a revised plan.

Thanks,

Kevin

From: Yvonne Costello [mailto:yvonne.costello@welfare.ie]
Sent: 11 April 2017 16:48
To: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>
Cc: Geraldine Kirwan <GeraldineKirwanL@welfare.ie>; Kevin Gordon <k.gordon@mecglobal.com>
Subject: RE: Anti Fraud Campaign Updated Plan

Hi Sarah

Can you call Kevin when you get a chance?

Kevin I'm en route home so can't call you at the moment – Sarah's mobile [redacted] she doesn't get back to you in the next hour. She may be on a conference call at the moment. I'll check back in to make sure you got her if not I'll ring you back.

Yvonne

From: Kevin Gordon [mailto:k.gordon@mecglobal.com]
Sent: 11 April 2017 16:40
To: Yvonne Costello

Cc: Sarah OCallaghan; Geraldine Kirwan
Subject: RE: Anti Fraud Campaign Updated Plan

No problem on the below, however Yvonne can you quickly give me a call on the outdoor please?.

The creative agency just showed me they are planned for about 5 different designs.

I am available or

Thanks,

Kevin

From: Yvonne Cc costello@welfare.ie]
Sent: 11 April 20
To: Kevin Gordor al.com>
Cc: Sarah OCalla an@welfare.ie>; Geraldine Kirwan <Geraldine.Kirwan@welfare.ie>
Subject: RE: Anti ated Plan

Hi Kevin

No that's fine – I t it over the line anyway at this stage as we're still tweaking the creative so we probably won't have it across to you in time. However it's good to have the costings for future events.

Sarah has had another look at the latest media plan and would like two small changes (if possible).
Firstly can we reduce the Irish Times ads to 1 and secondly can we free up the money allocated to the survey. Can the savings from both of these changes be allocated to Radio and Digital spend evenly?

I'm out of the office tomorrow but if you need anything email Ger above and she will chase it up for you.

Chat then
Yvonne

From: Kevin Gordon [mailto:k.gordon@mecglobal.com]
Sent: 11 April 2017 16:25
To: Yvonne Costello
Cc: Veronica Scanlan
Subject: RE: Anti Fraud Campaign Updated Plan

Hi Yvonne,

You would just book it for a few hours, you would need a separate booking for different days.

However I can look at a deal if you wanted to use them again.

Thanks,

Kevin

From: Yvonne Costello [mailto:yvonne.costello@welfare.ie]
Sent: 11 April 2017 15:36
To: Kevin Gordon
Cc: Veronica Scanlan
Subject: FW: Anti Fraud Campaign Updated Plan

Hi Kevin

We would be interested in the adbike option – are they re-usable?

Thanks
Yvonne

From: Kevin Gordon [mailto:k.gordon@mecglobal.com]
Sent: 11 April 2017 10:34
To: Sarah OCallaghan; Yvonne Costello
Subject: RE: Anti Fraud Campaign Updated Plan

Hi Sarah,

Below are the costs for this

We would need artwork by COP today in order for it to be turned around on time, do you think this is achievable? See below images of the formats.

The costs are as follows –

- Admobile x 1 – Media [redacted] 1 752
- Adbike x 2 – Media @ [redacted] 00

€1 MILLION
Patrick's Str

Thanks,

Kevin

From: Kevin Gordon
Sent: 11 April 2017 09:45
To: 'Sarah OCallaghan' <Sarah.OCallaghan@welfare.ie>; Yvonne Costello <yvonne.costello@welfare.ie>
Subject: RE: Anti Fraud Campaign Updated Plan

Hi Sarah,

Yes that is an option for us, I spoke to the OOH team and instead of putting up a site for a few hours we could get an idmobile and promo bike and then go to where we would like.

I'll send an image and costs over shortly.

Thanks,

Kevin

From: Sarah OCallaghan [redacted]
Sent: 11 April 2017 09:19

To: Kevin Gordon <k.gordon@mecglobal.com>; Yvonne Costello <yvonne.costello@welfare.ie>
Subject: RE: Anti Fraud Campaign Updated Plan

Please do Kevin and if we could get a background for the Minister for Tuesday 18th- launch date-that'd be fab? Time v short but delighted you said it might be possible.
Can you let me know how/if that might work?
Sarah

From: Kevin Gordon [mailto:k.gordon@mecglobal.com]
Sent: 11 April 2017 09:18
To: Sarah OCallaghan; Yvonne Costello
Subject: RE: Anti Fraud Campaign Updated Plan

That is excellent Sarah, I will formally book in the OOH now so and I have been in touch with the guys so everything should be ok on this.

Thanks,

Kevin

From: Sarah OCallaghan [mailto:Sarah.OCallaghan@welfare.ie]
Sent: 10 April 2017 15:09
To: Kevin Gordon <k.gordon@mecglobal.com>; Yvonne Costello <yvonne.costello@welfare.ie>
Subject: RE: Anti Fraud Campaign Updated Plan

Hi Kevin,
We are all good with the OOH formats and will have two radio ads (30 secs).
Hope that's ok?
Bests
Sarah

From: Kevin Gordon [mailto:k.gordon@mecglobal.com]
Sent: 10 April 2017 14:45
To: Yvonne Costello
Cc: Sarah OCallaghan
Subject: RE: Anti Fraud Campaign Updated Plan

Hi Yvonne,

Just wondering how the creative meeting went today?

Are we still good on the OOH?

Thanks,

Kevin

From: Yvonne Costello [mailto:yvonne.costello@welfare.ie]
Sent: 10 April 2017 13:47
To: Kevin Gordon <k.gordon@mecglobal.com>
Cc: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>
Subject: RE: Anti Fraud Campaign Updated Plan

Hi Kevin

Sarah just beside me here, thanks that's great.

Just one other thing Sarah would like to take €10,000 from the programmatic spend and with that include The Sunday World and maybe the Independent?

Thanks
Yvonne.

Yvonne Costello
Communications Unit
Department of Social Protection
Floor 1, Áras Mhic Dhiarmada
Store Street
Dublin 1

W: www.welfare.ie

An Roinn Coimirce Sóisialaí
Department of Social Protection

From: Kevin Gordon [mailto:k.gordon@mecglobal.com]
Sent: 10 April 2017 11:59
To: Sarah OCallaghan
Cc: Yvonne Costello
Subject: Anti Fraud Campaign Updated Plan

Hi Sarah,

I hope that you had a great weekend with the glorious weather we had.

I added Radio 1 to the plan and reduced down the digital display.

I have included research in the plan if that was still something you wanted to consider or I could look to reinvest the budget elsewhere.

Thanks,

Kevin

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Sarah OCallaghan

From: Tim Britnell <tim@thecreed.ie>
Sent: 12 April 2017 11:31
To: Sarah OCallaghan
Subject: Re: FW: WELFARE CHEATS RADIO QUIZ V4

I don't believe so. Because the " " is intimating there's a nuance to the word or phrase. But - cash in hand - has no other meaning.

T

On 12/04/2017 11:23, Sarah OCallaghan wrote:

Soopa Tim- last thought, do we need to use inverted commas on "cash in hand" btw...?
S

From: Tim Britnell [mailto:tim@thecreed.ie]
Sent: 12 April 2017 11:17
To: Sarah OCallaghan
Subject: Re: FW: WELFARE CHEATS RADIO QUIZ V4

Hi Sarah,

Lets go for Nicks suggestion. We also debated this ourselves. And we felt that:

"IS EMPLOYING SOMEONE CASH IN HAND FAIR?" worked better than " IS IT FAIR TO EMPLOY SOMEONE CASH IN HAND?"

but that

"IS EMPLOYING SOMEONE CASH IN HAND RIGHT?" wasn't as good as "IS IT RIGHT TO EMPLOY SOMEONE CASH IN
HAND?"

Anyway, here's the new one.

Thanks

Tim

On 12/04/2017 11:04, Sarah OCallaghan wrote:

Hi Tim,

After a delay here we have settled on "right"...

Can you take a look at Nicks point re phrasing also please?

Lots Thanks

Sarah

From: Sarah OCallaghan
Sent: 12 April 2017 11:03
To: Nick Miller; Kathleen Stack; TJ Fleming; Helen Faughnan
Cc: Yvonne Costello
Subject: RE: WELFARE CHEATS RADIO QUIZ V4

Hi Folks,

Bit of a draw here votes wise..... "right" might be a slightly safer option as opposed to fair given there is some hesitation re "fair".

I'll ask the guys to go with "right" and take on board Nicks point below re phrasing...

Bests

Sarah

From: Nick Miller
Sent: 12 April 2017 10:39
To: Sarah OCallaghan; Kathleen Stack; TJ Fleming; Helen Faughnan
Cc: Yvonne Costello
Subject: RE: WELFARE CHEATS RADIO QUIZ V4

I think right works better but can live with fair.

Regarding the grammar – would it not be a little clearer to say 'is it right to employ someone cash in hand?'

From: Sarah OCallaghan
Sent: 12 April 2017 09:30
To: Kathleen Stack; TJ Fleming; Helen Faughnan; Nick Miller
Cc: Yvonne Costello
Subject: FW: WELFARE CHEATS RADIO QUIZ V4

Morning all,

I have the "cash in hand version here for your review.

By way of background, I had originally proposed asking if it was right/legal. Option 2 is "is it right".

Tim and I discussed it and its true that the issue of fairness/cheating is at the heart of this campaign and that the "fair" option is his recommendation.

Advice here

I believe everyone understands that 'cash in hand', means not paying taxes, and hence illegal. I think the interesting part of this question is the morality of paying someone cash in hand. i.e is it fair to pay cash in hand or is it right to pay someone cash in hand. This is where the interest lies.

So I'd go with either "fair" or "right". I personally prefer 'fair' as it's softer and hence makes the reader think harder and longer about it. But happy with "right" too.

Looking at it now, I tend to agree with fair.

In any event, please take a look at the two options here for your consideration and we expect to have full campaign artwork by lunchtime (Phew!)

Bests,

Sarah

From: Tim Britnell [mailto:tim@thecreed.ie]
Sent: 12 April 2017 09:16
To: Sarah OCallaghan
Subject: Re: WELFARE CHEATS RADIO QUIZ V4

Hi Sarah,

Please find attached are the 2 versions of cash in hand. Let me know the approved version and I'll get it artworked to the specifactions.

Also, I'll also send you over all other print and OOH artwork for sign off by lunchtime.

All the best,

Tim

On 11/04/2017 18:18, Sarah OCallaghan wrote:

Gotcha Tim- point well made. Can we get both of those (fair/right) mocked up and I will put to my jury???
S

From: Tim Britnell [mailto:tim@thecreed.ie]
Sent: 11 April 2017 18:15
To: Sarah OCallaghan
Subject: Re: WELFARE CHEATS RADIO QUIZ V4

Hi,

I believe everyone understands that 'cash in hand', means not paying taxes, and hence illegal. I think the interesting part of this question is the morality of paying someone cash in hand. i.e is it fair to pay cash in hand or is it right to pay someone cash in hand. This is where the interest lies.

So I'd go with either "fair" or "right". I personally prefer 'fair' as it's softer and hence makes the reader think harder and longer about it. But happy with "right" too.

All the best,

Tim

On 11/04/2017 18:00, Sarah OCallaghan wrote:

Hi Tim,

Not as much fair as legal methinks? So maybe more.....

"Is employing someone cash in hand legal?" "Or is employing someone cash in hand right?"

Any thoughts Kathleen, TJ and Helen?

Best

Sarah

From: Tim Britnell [mailto:tim@thecreed.ie]
Sent: 11 April 2017 17:56
To: Sarah OCallaghan
Subject: Re: WELFARE CHEATS RADIO QUIZ V4

Hi Sarah,

Ok. No probs.
So just to clarify - the headline should read:

Is employing someone cash in hand fair?

Thanks

Tim

On 11/04/2017 17:46, Sarah OCallaghan wrote:

Hi Tim,

Just glanced, it was more "employing" someone cash in hand than paying them- ie. Making a deliberate decision to defraud the social welfare and avoiding PRSI through that cash payment which allows the recipient to also claim social welfare....

Can we adjust to reference employ?

Ta kindly

Sarah

From: Tim Britnell [mailto:tim@thecreed.ie]
Sent: 11 April 2017 17:42
To: Sarah OCallaghan
Subject: Re: WELFARE CHEATS RADIO QUIZ V4

Hi Sarah,

Just a quick one.
Which "cash in hand" version is approved?

T

On 11/04/2017 16:51, Sarah OCallaghan wrote:

Hi Tim and Mark.

See attached some issues re the finals...Our fraud phone number is now in my radio edit above and is a Dublin number- not a lo-call just - 01-673 45 45

1) **Radio quiz – Need to Firm Up on Issue of "the Department"/ Social welfare...**

Do we need to say the "Ready to Play the Dept of Social Protections Social Welfare Rights and Wrongs" as this allows us thereafter to refer to "The Department" in our questions as opposed to "the welfare"? V wordy I know but concern re the use of "welfare/the welfare" without the context of our Dept name....

If we use Social Welfare rights and wrongs that still leaves us with the issue of telling "the welfare" which our senior management team were not overly comfortable with in general?

See attached for details. Thoughts please? We need to get this aligned across all media.

2) **Campaign Billboard- Original concept- Welfare Cheats Cheat Us All**

We do need to make a few amends in addition to the control and fraud activity one- thanks. Can we go with " If you think someone is cheating welfare" instead of "the welfare" . Does that sound ok? Or can we do better? Cheating US? Cheating the Dept?

3) **The Yes/No Ads- 4 formats- Illness, Nixers, Report a Cheat and Employ for Cash...**

The ad for the inherit is ruled out. Desire to make fraud look clear-cut in the "space" of fraud.

Can we see the ad for the "cash in hand" yes/no when you have it?

I think that's is -but am open to correction Kathleen and Helen?

Bests

Sarah

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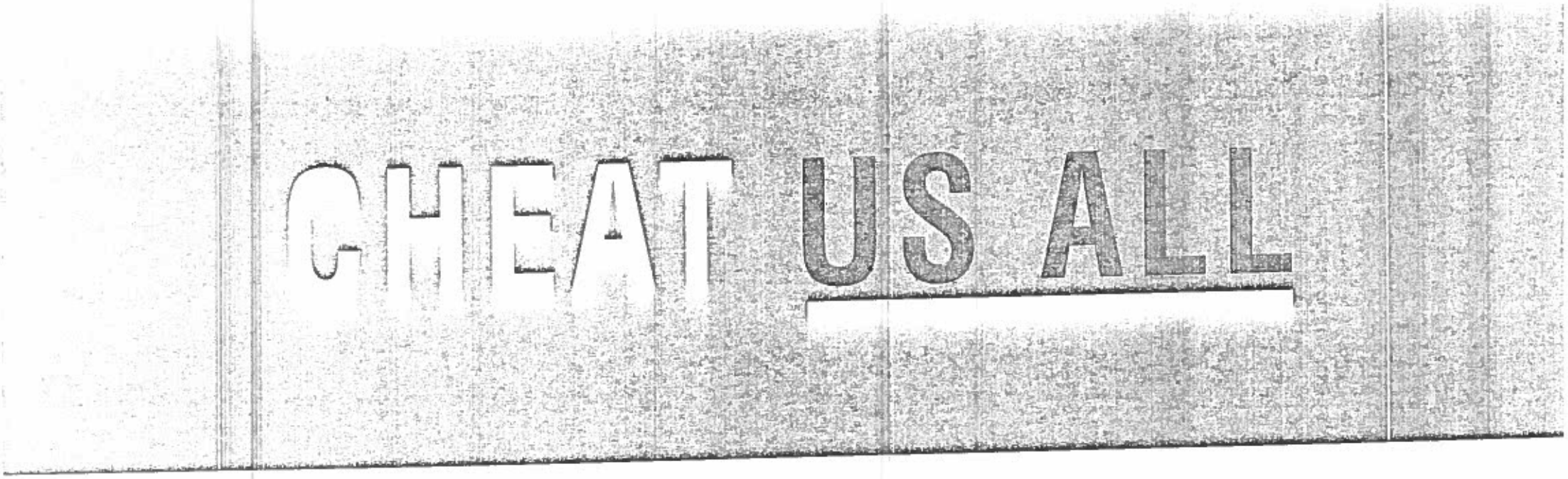
WELFARE CHEATS
CHEAT US ALL

WELFARE CHEATS CHEAT US ALL

An Roinn Coimirce Sóisíala
Department of Social Protection

WELFARE CHEATS


CHEAT US ALL

Sarah OCallaghan

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 12 April 2017 16:34
To: Sarah OCallaghan
Cc: Tim Britnell
Subject: Outdoor

Sarah

I spoke to Eoin in Kinetic and sent him some artwork (for colour proofing). I asked him if we can get the proof tomorrow (so we can all see it on the final paper for 48 Sheets and Bus Shelters).

The actual print run will be printed in Print and Display in Cookstown (I asked him to advise us on when he estimates the job will be printed, so we can do a final proof on press).

Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

Sarah OCallaghan

From: Kevin Gordon <k.gordon@mecglobal.com>
Sent: 12 April 2017 18:10
To: Sarah OCallaghan; Seamus O'Farrell; Yvonne Costello
Cc: Ana Yanez; James Geoghegan
Subject: Updated Anti Fraud Plan
Attachments: DSP Anti Fraud Media Plan 2017 12.04.17.xlsx

Hi Sarah,

Please find the updated plan attached.

I have increased our digital spend and added some additional spots on the regional radio stations.

Let me know if it is approved.

Thanks,

Kevin

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	Targeting	Format	Insertions
[illegible]	News Business Early Right Hand Page	25x4	2
[illegible]	News Business Early Right Hand Page	25x4	1
[illegible]	News Business Early Right Hand Page	25x4	1
[illegible]	News Business Early Right Hand Page	25x4	1
[illegible]	News Business Early Right Hand Page	25x4	1

		Format	Number of sites
[illegible]	National - In DSP Locations	48 Sheets	53
[illegible]	Dublin	96 Sheet	1
[illegible]	Dublin	Lightbox 48	1
[illegible]	Limerick	48 Sheets	1
[illegible]	Dublin	48 Sheets	1
[illegible]	Dundalk	Digital Screen	1
[illegible]	Dublin	Metropoles	16
[illegible]	Dublin	T-Sides	40
[illegible]	National - In DSP Locations	Bus Shelters	70

[illegible]	40 Spot Package	30"	20
[illegible]	22 Spot Package	30"	44
[illegible]	21 Spot Package	30"	45
[illegible]	15 Station Package	30"	30

	Targeting	Format	Impressions
[illegible]	Adults 25+, news focused	Promoted Tweet	350,000

	Targeting	Format	Impressions
[illegible]	Category Watcher, PMP, Demo, Affinity, In Market	Standard IAB formats (Billboard, MPU, Mobile MPU, Leaderboard)	1,000,000

TOTAL COST		
TOTAL PLUS VAT		
AGENCY FEES		
Total ex VAT	€	140,988.31
VAT	€	33,132.25
Total ex VAT	€	174,120.56

Sarah OCallaghan

From: TJ Fleming
Sent: 13 April 2017 09:27
To: Sarah OCallaghan
Subject: RE: Creative

Sarah

I'm content with all elements in the bundle.

TJ

From: Sarah OCallaghan
Sent: 12 April 2017 19:09
To: TJ Fleming
Subject: Fwd: Creative

TJ,
See attached creative for review please.
Sorry to send separately, my phone menu was not finding you.

Best
Sarah

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>
Date: 12/04/2017 18:38 (GMT+00:00)
To: Nick Miller <Nick.Miller@welfare.ie>, Veronica Scanlan <Veronica.Scanlan@welfare.ie>
Subject: Fwd: Creative

Hi Nick and Veronica,

See attached final creative for approval.

Best

Sarah

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>
Date: 12/04/2017 18:23 (GMT+00:00)
To: TJ Fleming <TJ.Fleming@welfare.ie>, Kathleen Stack <Kathleen.Stack@welfare.ie>, Helen Faughnan <helen.faughnan@welfare.ie>
Cc: Seamus O'Farrell <seamus.ofarrell@welfare.ie>, Grace Kennedy <grace.kennedy@welfare.ie>, Yvonne Costello <yvonne.costello@welfare.ie>, Claire Walsh - Sligo <Claire.Walsh1@welfare.ie>
Subject: Fwd: Creative

Hi All
Please see attached fraud campaign finals for outdoor.

Best
Sarah

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: Tim Britnell <tim@thecreed.ie>
Date: 12/04/2017 16:54 (GMT+00:00)
To: Mark Cassin <mark@cassinmarketing.com>
Cc: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>
Subject: Re: Creative

Hi Sarah,

Apologies for the delay.
We're just been tweaking at our end.

Attached are the:

- 48 sheets x 5
- 96 sheet x 2 (see which one you prefer)
- Bus Shelters x 4
- T side x 2 (secondary copy is different - please choose)
- Metropole x 1

Still to come (very soon) is the lightbox and digital box.

All the best,

Tim

On 12/04/2017 15:24, Mark Cassin wrote:

> Hi Sarah
>
> The team here are just making final changes - we'll be sending them through to you in the next 30 min.
>
> Best regards
>
> Mark
>
> Mark Cassin
> Founder/Strategic Partner
> https://thecreed.ie/

On Wed, Apr 12, 2017 at 3:18 PM, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:

Hi Folks,

I know it's a really busy day- just wondering if we had the finals for OOH production ready to share- guys here keen to review!
Bests

Sarah

Sarah O'Callaghan

An Roinn Coimirce Sóisialaí
Department of Social Protection

Head of Communications & Customer Service

Department of Social Protection

Store Street,

Dublin 1,

D01 WY03.

M

T: 01 7043530

LinkedIn: https://www.linkedin.com/in/socallaghan

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US ALL

IF YOU THINK SOMEONE IS CHEATING WELFARE
CALL 01 673 45 45 OR VISIT WELFARE.IE/CHEATS

CALL 01 673 45 45 OR
VISIT WELFARE.IE/CHEATS

US ALL

CALL 01 673 45 45 OR
VISIT WELFARE.IE/CHEATS

US ALL

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US ALL

IF YOU THINK SOMEONE IS CHEATING WELFARE
CALL 01 673 45 45 OR VISIT WELFARE.IE/CHEATS

Yvonne Costello

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 13 April 2017 09:34
To: Sarah OCallaghan
Cc: Yvonne Costello; Tim Britnell
Subject: State of the Nation

Hi Sarah

Just coming back to you on a State of the Nation:

Outdoor
Artwork has been sent to you and we are awaiting approval. Kinetic are arranging colour proofs of outdoor creative which are due in around lunchtime today.

Press
This will follow shortly. We are awaiting Irish translation.

Radio
We are awaiting final approval of radio script. We've also selected some voice over artists for the radio recording and we'll send them to you today.

Twitter
In development

Digital Ads
In development

Website
Home page slider image and design for landing are in development.

Photoshoot
We are working on some concepts for this. Basically, we see two options:

Prop
Create a prop with standout that will tie-in closely with the creative for the campaign - so the public will make the connection. Can you confirm that there will be someone in head office if we deliver them tomorrow?

Pic in front of billboard
The other option is a pic of the Minister in front of a 48 sheet billboard. This could have great impact, but it would probably have to be done separately as I don't think Kinetic will be able to get the creative on a billboard that fast (I've asked them to come back to me on it).

Also if this is a press photo op - the first option migh be the safest (as you control the enviroment and are not reliant on weather etc). However we could arrange the pic in front of the outdoor as well and send it to them afterwards if you like that option.

Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

Sarah OCallaghan

From: Kevin Gordon <k.gordon@mecglobal.com>
Sent: 13 April 2017 10:09
To: Yvonne Costello
Cc: Sarah OCallaghan
Subject: RE: Updated Anti Fraud Plan
Attachments: DSP Anti Fraud Media Plan 2017 12.04.17.xlsx

Hi Yvonne,

Apologies that was a typo, I had removed the cost and insertion but the quantity remained.

Thanks,

Kevin

From: Yvonne Costello [mailto:yvonne.costello@welfare.ie]
Sent: 13 April 2017 09:32
To: Kevin Gordon <k.gordon@mecglobal.com>
Cc: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>
Subject: RE: Updated Anti Fraud Plan

Hi Kevin

Just a quick question and apologies if you discussed this with Sarah yesterday, I wasn't in the office and she's off today.

On the new Media Plan there are still 2 ads for the Irish Times – should this not be reduced to 1 or did this change back to 2 yesterday?

Thanks
Yvonne

Yvonne Costello
Communications Unit
Department of Social Protection
Floor 1, Áras Mhic Dhiarmada
Store Street
Dublin 1

w: www.welfare.ie

An Roinn Coimirce Sóisíalaí
Department of Social Protection

From: Kevin Gordon [mailto:k.gordon@mecglobal.com]
Sent: 12 April 2017 18:10
To: Sarah OCallaghan; Seamus O'Farrell; Yvonne Costello
Cc: Ana Yanez; James Geoghegan
Subject: Updated Anti Fraud Plan

Hi Sarah,

Please find the updated plan attached.

I have increased our digital spend and added some additional spots on the regional radio stations.

Let me know if it is approved.

Thanks,

Kevin

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Targeting	Format	Insertions
News Business Early Right Hand Page	25x4	1
News Business Early Right Hand Page	25x4	1
News Business Early Right Hand Page	25x4	1
News Business Early Right Hand Page	25x4	1
News Business Early Right Hand Page	25x4	1

		Number of sites
National - In DSP Locations	48 Sheets	53
Dublin	96 Sheet	1
Dublin	Lightbox 48	1
Limerick	48 Sheets	4
Dublin	48 Sheets	1
Dundalk	Digital Screen	1
Dublin	Metropoles	10
Dublin	T-Sides	40
National - In DSP Locations	Bus Shelters	70

40 Spot Package	30"	26
22 Spot Package	30"	44
24 Spot Package	30"	48
15 Station Package	30"	30

Targeting	Format	Impressions
[illegible]	Promoted Tweet	350,000

Targeting	Format	Impressions
Category, Websites, PMP, Demo, Affinity, In Market	Standard IAB formats (Billboard, MPU, Mobile MPU, Leaderboard)	1,000,000

[redacted]

TOTAL COST	
TOTAL PLUS ASM	€ 140,988.31
AGENCY FEES	€ 33,133.25
Total ex VAT	€ 174,120.56
VAT	
Total inc VAT	

Sarah OCallaghan

From: Kathleen Stack
Sent: 13 April 2017 10:40
To: Seamus O'Farrell
Cc: Sarah OCallaghan
Subject: RE: Campaign,

I'll look at the final versions now!

-----Original Message-----
From: Seamus O'Farrell
Sent: 13 April 2017 10:28
To: Kathleen Stack
Cc: Sarah OCallaghan
Subject: Campaign,

Hi Kathleen,

Firstly apologies if this catches you on leave.

Following on from Sarah's email last night I spoke with TJ and he's happy with ad's as proposed. We now need to give the print guys the all clear as early as possible to-day so if we can get the 'final' word form you that would be great?

TJ and Catherine are working on the Press Release and will have to Veronica later this morning.

You might let me know when you get a moment.

Kind regards
Seamus

Sarah OCallaghan

From: Yvonne Costello
Sent: 13 April 2017 11:56
To: Tim Britnell; Mark Cassin
Cc: Sarah OCallaghan
Subject: RE: State of the Nation

Great thanks Tim

We'll get on it – should have clearance on everything back to you just after lunch.

Chat soon
Yvonne

From: Tim Britnell [mailto:tim@thecreed.ie]
Sent: 13 April 2017 11:52
To: Mark Cassin
Cc: Sarah OCallaghan; Yvonne Costello
Subject: Re: State of the Nation

Hi all,

Attached for your sign off.

- 4 press ads - Irish Times (Brand), Irish Examiner (Nixers), Independent (Cash in hand), Sunday World (Cheat)
- 3 PR props - with and without logo and split over 2 boards
- VO artist options - the male VO will do both the presenter and Martin
  - Males voices - http://www.voicebank.ie/profile/dermot_magennis or https://www.liamquigley.ie/
  - Female voices - http://www.voicebank.ie/profile/Clare_Monnelly or http://www.voicebank.ie/profile/Non_Stapleton

The website designs will follow shortly.
Also, we have just received the proofs - which look brilliant - and we'll drop them down in a mo.

Thanks

Tim

On 13/04/2017 09:33, Mark Cassin wrote:

Hi Sarah

Just coming back to you on a State of the Nation:

Outdoor

Artwork has been sent to you and we are awaiting approval. Kinetic are arranging colour proofs of outdoor creative which are due in around lunchtime today.

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This will follow shortly. We are awaiting Irish translation.

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We are awaiting final approval of radio script. We've also selected some voice over artists for the radio recording and we'll send them to you today.

Twitter
In development

Digital Ads
In development

Website

Home page slider image and design for landing are in development.

Photoshoot
We are working on some concepts for this. Basically, we see two options:

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Create a prop with standout that will tie-in closely with the creative for the campaign - so the public will make the connection. Can you confirm that there will be someone in head office if we deliver them tomorrow?

Pic in front of billboard

The other option is a pic of the Minister in front of a 48 sheet billboard. This could have great impact, but it would probably have to be done separately as I don't think Kinetic will be able to get the creative on a billboard that fast (I've asked them to come back to me on it).

Also if this is a press photo op - the first option migh be the safest (as you control the enviroment and are not reliant on weather etc). Howerver we could arrange the pic in front of the outdoor as well and send it to them afterwards if you like that option.

Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

Sarah OCallaghan

From: Tim Britnell <tim@thecreed.ie>
Sent: 13 April 2017 12:53
To: Yvonne Costello
Cc: Mark Cassin; Sarah OCallaghan
Subject: Re: State of the Nation

Cool.

Mark is on his way now with the proofs.

T

On 13/04/2017 12:49, Yvonne Costello wrote:

Thanks Tim – will be back asap

From: Tim Britnell [mailto:tim@thecreed.ie]
Sent: 13 April 2017 12:31
To: Mark Cassin
Cc: Sarah OCallaghan; Yvonne Costello
Subject: Re: State of the Nation

Hi Guys,

As promised the homepage banner and landing page designs (2 versions) attached.
The fraud landing page has only been tweaked as we are aware of the limitations of sharepoint. But I think they look much much better and part of the campaign.

Once approved if you could get some specifications from your web team or put me in touch with them and we can get assets over to them asap.

All the best,

Tim

On 13/04/2017 11:52, Tim Britnell wrote:

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Best regards

Mark

Mark Cassin

Founder/Strategic Partner

https://boarsed.ie/

****
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Department of Social Protection - Virus Scanned

Tá an ríomhphost seo agus aon chomhaid a ghabhann leis faoi rún agus níl sé le haghaidh éinne ach an té nó an t-eintiteas ar seoladh chuige é. Má bhfuair tú an ríomhphost seo trí earráid cuir é sin i bhfios do bhainisteoir an chórais.

An Roinn Coimirce Sóisialaí – Víreas-scanta
****
**

Report Suspected Social Welfare Fraud

You can report suspected social welfare fraud anonymously by completing this form.

Please note that the Department of Social Protection is required to report all child protection concerns to the Health Service Executive.

If you are reporting somebody for:

- working and claiming, please tell us if they are employed or self-employed. If employed, please tell us their employer's name and address, when they started working, the type of work and the days/hours worked, if known.
- living with a partner and claiming One Parent Family Payment, please tell us their address, their partner's name, when they started co-habiting, the children's names and ages, and their employment details if relevant.
- living abroad, please tell us where the person is living now and their last address in Ireland, when they left Ireland and how often they return or expected date of return, if known.
- employer not paying PRSI, please tell us the name and address of the employer you are reporting, their type of business, names of the employees concerned and any other relevant information.
- not declaring means, please tell us what you think has not been reported (earnings, savings, investments, maintenance, compensation, any other income).
- claiming benefit for a person who is deceased, please tell us the name and address of the deceased person and their date of death, if known. Please also tell us the name and address of the person who is collecting the payment.
- claiming benefit for a person who is in prison, please tell us the name, age and address of the person in prison, when they entered prison, if known. Please also tell us the name and address of the person who is collecting the payment.
- suspected identity fraud, i.e. somebody using another person's identity or a false identity. Please give all details available, e.g. all names, address etc.

For reasons of confidentiality, we will not be able to tell you the result of our enquiries.

Required fields are indicated with an *

Type of fraud being committed? Please Select type of fraud...

Details of the person you are reporting:

What is the First name of the person you are reporting?

What is the Surname of the person you are reporting?

What is the birth surname of the person you are reporting?

What is the person's date of birth? (dd/mm/yyyy)

What is the person's approximate age if date of birth not known? Please Select approximate age...

Address of the person you are reporting Line 1:

Address of the person you are reporting Line 2:

Address of the person you are reporting Line 3:

County of the person you are reporting: Please Select County...

What is their car registration (if known)?

Gender: Please Select Gender...

Have you reported this person previously? Select...

When did you report it? (dd/mm/yyyy)

Detail of Social Welfare Fraud?
(max 850 characters)
Please provide as much detail as possible, include the person's approximate age

Your Contact Details?
(max 250 characters)
You do not have to provide your contact details but if you would like us to be able to contact you for more information, please do so.

Minister for Social Prote... Varadkar

Leo Varadk...
Minister for...
May 2016.

Read more...

Minister of State Finian...

Finian McG...
Minister of ...

Read more...

...ts, Your responsibilities, Education, Work experience, ...nts, Youth Guarantee, Benefit

Other Supports

Fuel Allowance, Living Alone Increase and other supports

Sarah OCallaghan

From: Tim Britnell <tim@thecreed.ie>
Sent: 13 April 2017 15:51
To: Claire Walsh - Sligo
Cc: mark@thecreed.ie; Sarah OCallaghan; Yvonne Costello
Subject: Re: FW: State of the Nation
Attachments: landing_page_V1.jpg

Hi Claire,

Do you mean the main text area at the top? If so I don't see this as a problem at all.
Le met know the specs and I'll provide assets.

Thanks

Tim

On 13/04/2017 14:02, Claire Walsh - Sligo wrote:

Tim

Thanks for the homepage banner and landing page designs- our preference is the attached for the landing page (fyi, small type in the "Let us know" however we are in the process of tweaking the page slightly to make it more readable...do you think this version will work mindful of the new text?

I am getting dimensions for you and will revert

Claire

From: Sarah OCallaghan
Sent: 13 April 2017 12:42
To: Sally O'Donoghue; Claire Walsh - Sligo
Subject: Fwd: State of the Nation

Folks,

See attached for consideration

Costs

Sarah

Sent from my Samsung Galaxy smartphone.

-------- Original message --------

From: Tim Britnell <tim@thecreed.ie>

Date: 13/04/2017 12:31 (GMT+00:00)

To: Mark Cassin <mark@cassinmarketing.com>

Cc: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>, Yvonne Costello <yvonne.costello@welfare.ie>

Subject: Re: State of the Nation

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Best regards

Mark

Mark Cassin

Founder/Strategic Partner

https://thecreed.ie/

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Department of Social Protection - Virus Scanned

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An Roinn Coimirce Sóisialaí - Víreas-scanta
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LAST YEAR WE SAVED €500 MILLION THROUGH CONTROL AND ANTI-FRAUD ACTIVITY THANKS TO PEOPLE LIKE YOU

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County of the person you are reporting: Please Select County...

What is their car registration (if known)?

Gender: Please Select Gender...

Have you reported this person previously? Select...

When did you report it? (dd/mm/yyyy)

Detail of Social Welfare Fraud?
(max 650 characters)
Please provide as much detail as possible, include the person's approximate age.

Your Contact Details?
(max 250 characters)
You do not have to provide your contact details but if you would like us to be able to contact you for more information, please do so

36

Sarah OCallaghan

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 17 April 2017 12:52
To: Sarah OCallaghan; Nick Miller
Cc: Tim Britnell
Subject: "Would you report a welfare cheat?"
Attachments: SW_48Sheet would you report a welfare cheat.pdf; SW_BUSShelter would you report a welfare cheat.pdf

Hi Sarah and Nick

Please find attached pdf's of the creative for "Would you report a welfare cheat?" for the following formats:

- 48 Sheet
- Bus Shelter

If you need anything else please don't hesitate to call me on 087 2495195.

Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

CALL 01 673 45 45 OR
VISIT WELFARE.IE/CHEATS

US ALL

CALL 01 673 45 45 OR
VISIT WELFARE.IE/CHEATS

US ALL

Sarah OCallaghan

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 18 April 2017 08:32
To: Sarah OCallaghan
Subject: Re: "Would you report a welfare cheat?"

Hi Sarah

Sure thing that's no problem.

Mark

On Tue, Apr 18, 2017 at 8:24 AM, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:
Mark,
Can we also get the brand message in single a4, jpeg and in a high res format?
Many thanks
Sarah

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>
Date: 18/04/2017 08:16 (GMT+00:00)
To: Mark Cassin <mark@cassinmarketing.com>, Nick Miller <Nick.Miller@welfare.ie>
Cc: Tim Britnell <tim@thecreed.ie>, Veronica Scanlan <Veronica.Scanlan@welfare.ie>, Seamus O'Farrell <seamus.ofarrell@welfare.ie>
Subject: Re: "Would you report a welfare cheat?"

Thanks so much Mark, any chance we can get jpegs of the 4 bus shelter on one a4 page? This is to send to journalists with/in our press release and also separate files for any who request a high res version?

I'd be most grateful if you could copy Veronica above,

Best
Sarah

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: Mark Cassin <mark@cassinmarketing.com>
Date: 17/04/2017 12:51 (GMT+00:00)
To: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>, Nick Miller <Nick.Miller@welfare.ie>
Cc: Tim Britnell <tim@thecreed.ie>

Subject: "Would you report a welfare cheat?"

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An Roinn Coimirce Sóisialaí – Víreas-scanta
****

--
Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

Sarah OCallaghan

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 18 April 2017 15:17
To: Sarah OCallaghan
Cc: Yvonne Costello
Subject: Fwd: So far
Attachments: 46787 Department of Social Protection 48 sheets x 5 designsLowRes.pdf; 46821 Department of Social 96 sheetsLowRes.pdf; 46822 Department of Social T-SidesLowRes.pdf; 284744 Welfare Metropole.pdf; WELFARE_CHEATS_48 _CCIE_LR.pdf

Hi Sarah

I hope all went really well with the photo shoot this morning.

We've been in touch with Kinetic and all the outdoor formats are ready for print. I've attached the final proofs which they've sent for approval.

It would be great if you could cast your eye over them. As soon as you approve them, they'll go straight to the printers (artwork for bus shelters will follow a little later).

Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

US ALL

IF YOU THINK SOMEONE IS CHEATING WELFARE
CALL 01 673 45 45 OR VISIT WELFARE.IE/CHEATS

CALL 01 673 45 45 OR
VISIT WELFARE.IE/CHEATS

US ALL

CALL 01 673 45 45 OR
VISIT WELFARE.IE/CHEATS

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Sarah OCallaghan

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 18 April 2017 16:04
To: Sarah OCallaghan
Subject: Re: Location for radio recording tomorrow
Attachments: WELFATE CHEATS Radio Recrding.docx

Hi Sarah

The details of the recording studio are:

I've also attached the schedule giving all the details for the radio recording tomorrow.

Looking forward to seeing you then.

Mark

PS Publicity pie looks fantastic!

On Tue, Apr 18, 2017 at 3:58 PM, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:
Hi Mark
I know you sent me the date and time for tomorrow's radio recording, can't seem to find it. Kathleen may be joining me also, can u remind me!

Ta
Sarah

Sent from my Samsung Galaxy smartphone.

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Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

CREED

Client: Dept of Social Protection
Job: Stop Welfare Fraud

Radio Ads – Recording Schedule

Details
Recording 2 x 30 second radio adverts

- WELFARE CHEATS QUIZ - Orla
- WELFARE CHEATS QUIZ - Martin

V/O Artists
Clare Monnelly (9 am – 10 am)
Liam Quigley (9 am – 11 am)

Date and Time
8.45 am – 11 am Wed 19th April 2017

Contact Nu
Mark Cassin (Creed)
Tim Britnell (Creed)
James Daly (Bounce Sound)

Airing on the following stations
Radio 1
Today FM
Newstalk
IRS

CREED

Date: 12 April '17
Client: Dept of Social Protection
Job: Anti-Fraud Campaign V3

'Welfare Cheats Cheat US All'
Media Schedule

Media	Size/ Format	Qty	Brand	Nixrs	Cheat	Ilness	Cash in Hand	Dedlne For Cretive
Print:								
Irish Times	25x4	1	1					Fri 21st Apr
Seachtain	25x4	1	1					
Irish Examr	25x4	1		1				
Independent	25x4	1					1	
Sunday World	25x4	1			1			
OOH								
48 Sheet	48 sheet	45	20	10	5	5	5	
Parkgte St 96 sheet	96 sheet	1	1					
Lightbox 48	Ltbox 48	1	1					Fri 14st Apr
Lightbox 48 Cork	48 sheet	1	1					
Lightbox 48 Limck	48 sheet	1	1					
Lightbox 48 Dub	48 sheet	1	1					
Digital Scen – Dnlk	Dig Screen	1	1					
Metropoles - Dub	Metpoles	10	10					
T-sides – Dublin	T-sides	40	40					
Bus shelters - Nat	Bus shels	70		20	15	15	20	
Radio								
Radio 1	30 sec	20 spts	50/50					
Today FM	30 sec	44 spts	50/50					Fri 21st Apr
Newstalk	30 sec	18 spts	50/50					
IRS	30 sec	30 spts	50/50					
Social								Tues 18th Apr
Twitter	Promoted tweets	380k Imps	TBC					
Digital Display								
GroupM Programmatic	Std IAB formats: Billboard MPU Mobile MPU Leaderboard	300k Imps	TBC					Tues 18th Apr

Note
Radio
- Ad 1 = Quiz Orla
- Ad 1 = Quiz Martin

38

From: Kathleen Stack
Sent: 18 April 2017 16:37
To: Sarah OCallaghan
Subject: RE: Location for radio recording tomorrow

Sarah

That's fine – I'll be there!

Have to be back in Goldsmith at 11am but should be done in an hour and a half??

K.

From: Sarah OCallaghan
Sent: 18 April 2017 16:35
To: Kathleen Stack
Subject: Fwd: Location for radio recording tomorrow

Kathleen
Excuse the delay. busy afternoon on Twitter!! !

Recording is at 9am tomorrow morning on mount street...hope that suits you?

Also minister on today fm and also on newstalk this evening.

Best
Sarah

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: Mark Cassin mark@cassinmarketing.com
Date: 18/04/2017 16:03 (GMT+00:00)
To: Sarah OCallaghan Sarah.OCallaghan@welfare.ie
Subject: Re: Location for radio recording tomorrow

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Best regards

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https://thecreed.ie/

Sarah OCallaghan

From: Kathleen Stack
Sent: 19 April 2017 13:56
To: Niamh O'Donoghue
Cc: Anne Vaughan; Helen Faughnan; Sarah OCallaghan; Sarah Niland
Subject: FW: radio x 2
Attachments: DOSP - WELFARE CHEATS - SINGLE PERSON.mp3; DOSP - WELFARE CHEATS - ILLNESS.mp3

Niamh

These are the two radio ads that are being proposed as part of the fraud campaign.

Can you have a listen to them and see what you think.

Thanks

Kathleen

Sarah OCallaghan

From: Kathleen Stack
Sent: 19 April 2017 15:30
To: Sarah OCallaghan
Cc: Helen Faughnan
Subject: RE: Orla Radio - revised

Grand – thanks.

From: Sarah OCallaghan
Sent: 19 April 2017 15:27
To: Kathleen Stack
Cc: Helen Faughnan
Subject: FW: Orla Radio - revised

Kathleen -for info,
Don't think we need to re circulate per se- content exactly same, just minor reworkings.
Bests
Sarah

From: Tim Britnell [mailto:tim@thecreed.ie]
Sent: 19 April 2017 15:25
To: Sarah OCallaghan; Mark Cassin; mark@thecreed.ie
Subject: Orla Radio - revised

Hi Sarah,

I got James to tweak Orla's response to the illness benefit question in the radio ad. I couldn't here "it", when she says "...stretch it out for another week or two'. And James also did some minor tweaks to both ads (these tweaks are very subtle and must be only audible to expert ears as I can't hear them).

So, check out the ads attached.

Tim

Sarah OCallaghan

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 19 April 2017 15:38
To: Sarah OCallaghan
Cc: Tony Reddington
Subject: Re: Proofs

Hi Sarah

That's great - if you could please courier them to Tony Reddington in Kinetic.

Thanks again.

Mark

On Wed, Apr 19, 2017 at 3:32 PM, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:

Hi Mark.

I have the original proofs here! Let me know if/where they need to go!

Bests

Sarah

Sarah O'Callaghan

An Roinn Coimirce Sóisíalaí
Department of Social Protection

Head of Communications & Customer Service

Department of Social Protection

Store Street.

Dublin 1.

D01 W Y03.

T: 01 704 3530

LinkedIn: https://www.linkedin.com/in/socallaghan

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Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

Sarah OCallaghan

42

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 19 April 2017 15:43
To: Sarah OCallaghan
Subject: Kinetic
Attachments: Screen Shot 2017-04-19 at 15.40.54.png

Hi Sarah

I've attached Tony's details and address.

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

TONY REDDINGTON
Operations Manager

kinetic

T: [illegible]
[illegible]@kineticww.ie
31 Ballsbridge Terrace, Dublin 4
www.kineticww.ie / A WPP Company

Sarah OCallaghan

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 19 April 2017 16:34
To: Sarah OCallaghan
Cc: Tim Britnell; Kathleen Stack; Helen Faughnan; Nick Miller
Subject: Re: Edit to Radio Ads

Hi Sarah

That's no problem. Tim and I will discuss this with James and find a solution (either we'll edit it or we'll ask Liam to do a new recording of that segment).

Best regards

Mark

Mark Cassin
Founder/Strategic Partner

On Wed, Apr 19, 2017 at 4:05 PM, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:

Hi Mark and Tim,

Just spoke to the Ministers team who felt the re-stating the "Department of Social protection" at the end of the ad was superfluous.

IE. The last full mention before welfare cheats. I think, on re listening, this is a good point.

We originally were using this line as it was the sole ref to the Depts. name in the ad. However, with the intro of the Departments full name in the first question, it means we are saying the Depts name in full twice. Can we simply edit the ad to end at Department here and rebalance/rework timewise? Will that work? I know it's a bit of extra editing on your side.

Sorry to bring changes at this point but it may just work better with the one sole ref to Depts name?

Bests,

Sarah

Sarah O'Callaghan

An Roinn Coimirce Sóisialaí
Department of Social Protection

Head of Communications & Customer Service

Department of Social Protection

Store Street.

Dublin 1.

D01 WY03.

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T: 01 7043530

LinkedIn: https://www.linkedin.com/in/socallaghan

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Best regards

Mark

Sarah OCallaghan

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 19 April 2017 16:34
To: Sarah OCallaghan
Subject: Re: Kinetic

Thanks a mill.

Mark

On Wed, Apr 19, 2017 at 4:13 PM, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:

Courier leaving here in c25 mins!
S

From: Mark Cassin [mailto:mark@cassinmarketing.com]
Sent: 19 April 2017 15:43
To: Sarah OCallaghan
Subject: Kinetic

Hi Sarah

I've attached Tony's details and address.

Mark

Mark Cassin

Founder/Strategic Partner

https://thecraed.ie/

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--
Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 19 April 2017 17:03
To: Sarah OCallaghan
Subject: Re: Edit to Radio Ads

Hi Sarah

Tim has spoken to James and we can fix it with an edit.

Mark

On Wed, Apr 19, 2017 at 4:35 PM, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:

Hi Mark,

Crikey, I hope James can edit it with any luck or reuse another piece....

Keep us posted,

Many thanks again,

Sarah

From: Mark Cassin [mailto:mark@cassinmarketing.com]
Sent: 19 April 2017 16:34
To: Sarah OCallaghan
Cc: Tim Britnell; Kathleen Stack; Helen Faughnan; Nick Miller
Subject: Re: Edit to Radio Ads

Hi Sarah

That's no problem. Tim and I will discuss this with James and find a solution (either we'll edit it or we'll ask Liam to do a new recording of that segment).

Best regards

Mark

Mark Cassin

Founder/Strategic Partner

On Wed, Apr 19, 2017 at 4:05 PM, Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:

Hi Mark and Tim,

Just spoke to the Ministers team who felt the re-stating the "Department of Social protection" at the end of the ad was superfluous.

IE. The last full mention before welfare cheats. I think, on re listening, this is a good point.

We originally were using this line as it was the sole ref to the Depts. name in the ad. However, with the intro of the Departments full name in the first question, it means we are saying the Depts name in full twice. Can we simply edit the ad to end at Department here and rebalance/rework timewise? Will that work? I know it's a bit of extra editing on your side.

Sorry to bring changes at this point but it may just work better with the one sole ref to Depts name?

Bests,

Sarah

Sarah O'Callaghan

Department of Social Protection

Head of Communications & Customer Service

Department of Social Protection

Store Street,

Dublin 1.

D01 WY03.

T: 01 7043530

LinkedIn: https://www.linkedin.com/in/socallaghan

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Best regards

Mark

Sarah OCallaghan

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 19 April 2017 17:07
To: Sarah OCallaghan
Cc: Tim Britnell
Subject: 96 Sheet Lightbox and Pearse St Station

Hi Sarah

Just to keep you in the picture, Kinetic have been in contact and they have secured a second 96 sheet site at Pearse St station. It's great news as it's a fantastic location. The size is a little different the first one, so we'll prepare artwork to fit it.

Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

Sarah OCallaghan

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 20 April 2017 07:05
To: Sarah OCallaghan
Cc: Tim Britnell
Subject: Radio Ads
Attachments: DOSP - WELFARE CHEATS - ILLNESS REV.mp3; DOSP - WELFARE CHEATS - SINGLE PERSON REV.mp3

Hi Sarah

I discussed the radio ads with Tim later last night. Tim and I are both very happy with the latest version which was completed yesterday afternoon. But if you would like the sound levels adjusted in any way, we'd be more than happy to help.

However, I think it's important that anyone who is giving an opinion in DSP, listens to the ads in a 'real world' situation .... otherwise the phrase 'too many cooks spoil the broth' could definitely apply.

Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

Sarah OCallaghan

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 20 April 2017 11:40
To: Sarah OCallaghan
Cc: Tim Britnell
Subject: Radio

Hi Sarah

Further to the discussion regarding the radio ads, in our opinion:

V2
Which contains the adjusted sound levels is perfect and the best choice for airing on radio.

V3
Where the 'the Dept of Social Protection' has been replaced by 'the Dept' does not sound as good.

I genuinely believe that V2 is the best choice and is a great radio ad that contains both impact entertainment and most important has 'standout'. At this stage to make any significant change to the ad would require a new recording session, which I feel would be both unnecessary and take us outside our budget.

Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

Sarah OCallaghan

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 20 April 2017 20:33
To: Sarah OCallaghan
Subject: Re: V2 approved

Hi Sarah

Not a bother - it's been great working with u on the campaign.

Mark
On Thu 20 Apr 2017 at 20:30 Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:
Thanks again Mark.

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: Mark Cassin <mark@cassinmarketing.com>
Date: 20/04/2017 18:27 (GMT+00:00)
To: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>, tim@theereed.ie
Subject: Re: V2 approved

Hi Sarah

That's great, we'll get them away.

Have a great weekend.

Mark

Have
On Thu 20 Apr 2017 at 17:53 Sarah OCallaghan <Sarah.OCallaghan@welfare.ie> wrote:
Mark
Original and best approved for radio!
Hooray.
Sarah

Sent from my Samsung Galaxy smartphone.

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Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

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Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

50

From: Kathleen Stack
Sent: 20 April 2017 21:07
To: Sarah OCallaghan
Subject: RE: radio x 2

Enjoy the weekend & thanks for all your help too - kept me sane this week!

Regards K.

Sent from my Windows Phone

From: Sarah OCallaghan
Sent: 20/04/2017 19:09
To: Kathleen Stack
Subject: Re: radio x 2

Good, good! Had shared the script with her when we met last week but as we know, hearing is believing!!

I'm out tomorrow but on the mobile if you need me for anything campaign wise. Will be checking in with you on Monday 're infographic.

If not, enjoy the weekend -your help and support this week was greatly appreciated.

Sarah

Sent from my Samsung Galaxy smartphone.

-------- Original message --------
From: Kathleen Stack <Kathleen.Stack@welfare.ie>
Date: 20/04/2017 18:18 (GMT+00:00)
To: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>
Subject: RE: radio x 2

Spoke to her and she's happy enough!

From: Sarah OCallaghan
Sent: 20 April 2017 17:51
To: Kathleen Stack
Cc: Helen Faughnan; Veronica Scanlan
Subject: Re: radio x 2

Fantastic!
Sarah

-------- Original message --------
From: Kathleen Stack <Kathleen.Stack@welfare.ie>
Date: 20/04/2017 17:31 (GMT+00:00)
To: Sarah OCallaghan <Sarah.OCallaghan@welfare.ie>
Cc: Helen Faughnan <helen.faughnan@welfare.ie>, Veronica Scanlan <Veronica.Scanlan@welfare.ie>
Subject: FW: radio x 2

We're good to go!

K.

From: Niamh O'Donoghue
Sent: 20 April 2017 17:26
To: Kathleen Stack
Subject: RE: radio x 2

Wonderful!

Niamh

From: Kathleen Stack
Sent: 19 April 2017 13:56
To: Niamh O'Donoghue
Cc: Anne Vaughan; Helen Faughnan; Sarah OCallaghan; Sarah Niland
Subject: FW: radio x 2

Niamh

These are the two radio ads that are being proposed as part of the fraud campaign.

Can you have a listen to them and see what you think.

Thanks

Kathleen

Mark Cassin

Founder/Strategic Partner

https://thecreed.ie/

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Best regards

Mark

Mark Cassin
Founder/Strategic Partner
https://thecreed.ie/

Sarah OCallaghan

From: Mark Cassin <mark@cassinmarketing.com>
Sent: 27 April 2017 14:36
To: Sarah OCallaghan
Cc: Tim Britnell
Subject: Meeting up

Hi Sarah

Great to chat yesterday. Tim and I would be delighted to meet you first thing tomorrow morning if that works for you.

Best regards

Mark

Mark Cassin
Head of Strategy
https://thecreed.ie/

Sarah OCallaghan

From: Yvonne Costello
Sent: 28 April 2017 16:35
To: Kevin Gordon; Sarah OCallaghan; Geraldine Kirwan
Cc: Ana Yanez
Subject: RE: Anti Fraud Updated Media Plan

Hi Kevin

The landing page URL is www.welfare.ie/cheats

Yvonne

From: Kevin Gordon [mailto:k.gordon@mecglobal.com]
Sent: 28 April 2017 16:12
To: Sarah OCallaghan; Yvonne Costello; Geraldine Kirwan
Cc: Ana Yanez
Subject: RE: Anti Fraud Updated Media Plan

Hi Sarah,

We are getting the digital live for the ant fraud campaign.

However, could you confirm the landing page URL please?

Thanks,

Kevin

From: Kevin Gordon
Sent: 25 April 2017 15:57
To: 'Sarah OCallaghan' <Sarah.OCallaghan@welfare.ie>; Yvonne Costello <yvonne.costello@welfare.ie>; Geraldine Kirwan <Geraldine.Kirwan1@welfare.ie>
Subject: RE: Anti Fraud Updated Media Plan

Hi Sarah,

The campaign seems to be getting noticed anyway. I'll share some outdoor screenshots later this week when I get them.

The team in Creed are sending me the digital creative shortly but you mentioned below you might want to tweak the digital plan?

Are there any changes you want to make?

Thanks,

Kevin

From: Sarah OCallaghan [redacted]
Sent: 20 April 2017 12:38
To: Kevin Gordon [redacted]; Yvonne Costello [redacted]; Geraldine Kirwan

Geraldine.Kirwan1@welfare.ie>
Subject: RE: Anti Fraud Updated Media Plan

Of course, no change there!
S

From: Kevin Gordon [mailto:k.gordon@mecglobal.com]
Sent: 20 April 2017 12:37
To: Sarah OCallaghan; Yvonne Costello; Geraldine Kirwan
Subject: RE: Anti Fraud Updated Media Plan

No problem Sarah.

The outdoor, press and radio will be going live on Monday as planned anyway.

Thanks,

Kevin

From: Sarah OCallaghan [mailto:Sarah.OCallaghan@welfare.ie]
Sent: 20 April 2017 12:30
To: Kevin Gordon <k.gordon@mecglobal.com>; Yvonne Costello <yvonne.costello@welfare.ie>; Geraldine Kirwan <Geraldine.Kirwan1@welfare.ie>
Subject: RE: Anti Fraud Updated Media Plan

Thanks Kevin, I might still make some minor amends on digital spend but we are surely getting there.
Great new to get Pearse street yesterday...
Bests,
Sarah

From: Kevin Gordon [mailto:k.gordon@mecglobal.com]
Sent: 20 April 2017 10:47
To: Sarah OCallaghan; Yvonne Costello; Geraldine Kirwan
Subject: Anti-Fraud Updated Media Plan

Hi All,

Please find the updated media plan for the anti-fraud campaign attached with the twitter budget reallocated to outdoor and digital display.

Thanks,

Kevin

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