

DPS Schedule 6 (Letter of Appointment and Order Schedules)

Letter of Appointment

This Letter of Appointment is issued in accordance with the provisions of the DPS Contract **RM6124 Communications Marketplace DPS** between CCS and the Agency, dated 26/01/2021.

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

ORDER: **Project_9835 Achieving & Thriving (A&T) - Lead Creative and Strategy Agency**

Order Number:	Project_9835 Note: PO no, to follow, (separately to this contract)
From:	The Department for Education (the Client) Sanctuary Buildings Great Smith Street London SW1P 3BT
To:	Kindred Agency (the Agency) 17 Macklin Street London WC2B 5NR

Order Start Date:	20 June 2025
Order Expiry Date:	19 June 2026 with option to extend for further 1 year + 1 year.
Order Initial Period:	1 year (with option for +1 +1 year)
Order Optional Extension Period:	Option to extend for further 1 year + 1 year. Should the option of additional year(s) be actioned, the Dept. retains the option to uplift the annual contracted cost as was set out in the Procurement documents.

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	<p>The option to extend is at the Dept.'s discretion, and the contract will start in June 2025. This contract has no commitment to spend and will be subject to Spend Review, and supplier performance.</p> <p>The maximum expiry date (including optional extensions) is 19 June 2028.</p>
Goods or Services required:	<p>Goods or Services required are set out in DPS Schedule 1 of the DPS Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter.</p> <p>Subsequent calls for Goods or Services shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment.</p>
Key Staff:	<p>For the Client:</p> <p>██████████ – Communications Lead</p> <p>██████████ – Communications Manager</p> <p>██████████ – Commercial Lead - Category Manager</p> <p>For the Agency:</p> <p>██████████ - Joint Managing Director</p> <p>██████████</p> <p>██████████ - Business Director</p> <p>██████████</p> <p>██████████ - Senior Associate Director</p> <p>██████████</p>
Guarantor(s)	N/A
Order Contract Charges (including any applicable discount(s), but excluding VAT):	<p>This contract has a maximum initial ceiling value of £900,000 ex. VAT (including £50,000 contingency)</p> <p>The contract has a maximum overall ceiling value (including the optional additional years) of £4,100,000 ex. VAT.</p> <p>.</p> <p>Budget Rationale:</p>

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	<ul style="list-style-type: none">• The total budget for the year 1 FY 2025/26 campaign is up to £850k excluding VAT, with an additional allowed £50,000 for contingency.• There is the potential scope to uplift the campaign budget by [REDACTED] in year 2 and a further [REDACTED] in year 3. This means a potential contract value for the maximum 3 years of £4.1m, allowing on average £50,000 for any contingency requirements per annum. [REDACTED]• Any future budget for year 2 and year 3 (including potential increases) will be optional, dependent on Cabinet Office spending approval, and will be calculated on a pro-rata basis, as this may involve expanding the campaign to work with additional local authorities. <p>This is a call off contract with no commitment to spend</p>
Liability	<p>See Clause 11 of the Core Terms</p> <p>Estimated Year 1 Charges: £900,000</p> <p>There is no annual spend cap</p>
Additional Insurance Requirements	N/A
Client billing address for invoicing:	<p>All invoices must be sent, quoting a valid purchase order number.(PO Number), electronically via email to: [REDACTED]</p> <p>And cc. [REDACTED]</p> <p>Department for Education, Sanctuary Buildings, Great Smith Street, London SW1P 3BT</p> <p>You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone)</p> <p>Please ensure you quote the PO number in full including the prefixes on the invoice, failure to do so may result in invoice being rejected & subsequently delayed payment.</p> <p>Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p>

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	If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to [REDACTED]
Special Terms	n/a

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter]

KEY SUBCONTRACTOR(S)

n/a

COMMERCIALLY SENSITIVE INFORMATION

Agency's bid submission, pricing details

See also Joint Schedule 4 Commercially Sensitive Information

SERVICE CREDIT CAP

This contract will use the Service Credit Regime. Underperformance i.e. (Scores that fall under Inadequate in the KPI matrix) on any 2 consecutive months on any of the KPIs contained within the contract will result in DfE with-holding 5-10% of the fees for the month. The Contracting Authority will make the supplier aware the process before any deductions are made.

SOCIAL VALUE COMMITMENT

The Agency agrees, in providing the Goods or Services and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Proposal)

ORDER INCORPORATED TERMS

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

1. This Letter of Appointment including the Order Special Terms and Order Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6124*



RM6124-Joint-schedule-1-Definition.odt

3. *The following Schedules in equal order of precedence:*
 - ***Joint Schedules for RM6124 Communications Marketplace DPS***
 - *Joint Schedule 2 (Variation Form)*



Joint Schedule 2
(Variation Form)_v1.1

- *Joint Schedule 3 (Insurance Requirements)*



Joint-Schedule-3-Insurance-Requirements

- *Joint Schedule 4 (Commercially Sensitive Information)*



Joint Schedule 4
(Commercially Sensit

- *Joint Schedule 6 (Key Subcontractors)*



Joint-Schedule-6-Key
-Subcontractors_v1.0.

- *Joint Schedule 7 (Financial Difficulties)*



Joint Schedule 7
(Financial Difficultie

- *Joint-Schedule-8-Guarantee – N/A*



Joint-Schedule-8-Gu
arantee_v1.0.odt

- *Joint Schedule 10 (Rectification Plan)*



Joint Schedule 10
(Rectification Plan)_\

- *Joint Schedule 11 (Processing Data)*



Joint Schedule 11
(Processing Data)_v1

- *Joint Schedule 12 (Supply Chain Visibility) – N/A*



Joint Schedule 12
(Supply Chain Visibi

- **Order Schedules for *project_9835 Achieving & Thriving (A&T)* - Lead Creative and Strategy Agency**

- *Order Schedule 1 (Transparency Reports)*



Order Schedule 1
(Transparency Repo

- *Order Schedule 2 (Staff Transfer) – N/A*



Order Schedule 2 -
Staff Transfer_v1.0.d

- *Order Schedule 3 (Continuous Improvement)*



Order Schedule 3
(Continuous Improv

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- **Order Schedule 5 (Pricing Details)**



Order Schedule 5
(Pricing Details)_v1.0.docx

- **Order Schedule 6 (ICT Services)**



Order Schedule 6
(ICT Services)_v1.0.docx

- **Order Schedule 7 (Key Supplier Staff)**



Order Schedule 7
(Key Agency Staff)_v1.0.docx

- **Order Schedule 8 (Business Continuity and Disaster Recovery)**



Order Schedule 8
(Business Continuity and Disaster Recovery)_v1.0.docx

- **Order Schedule 9 (Security)**



Order Schedule 9
(Security)_v1.0.docx

- **Order Schedule 10 (Exit Management)**



Order Schedule 10
(Exit Management)_v1.0.docx

- **Order Schedule 13 (Implementation Plan and Testing)**



Order Schedule 13
(Implementation Plan and Testing)_v1.0.docx

- **Order Schedule 14 (Service Levels)**



Order Schedule 14
(Service Levels)_v1.0.Contract KPIs Matrix.docx



Attachment 5

- **Order Schedule 15 (Order Contract Management)**



Order Schedule 15
(Order Contract Management)_v1.0.docx

- **Order Schedule 16 – Benchmarking**



Order-Schedule-16-Benchmarking_v1.0.docx

- **Order Schedule 18 – Background Checks – NA**

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Order-Schedule-18-B
ackground-Checks_v1

○ *Order Schedule 20 (Order Specification)*



Order Schedule 20
(Brief)_v1.0.docx

4. CCS Core Terms



RM6124-Core-Term
s.docx

5. *Joint Schedule 5 (Corporate Social Responsibility) RM6124*



Joint-Schedule-5-Cor
porate-Social-Respon

6. *Order Schedule 4 (Proposal)*



Kindred response
to technical envelop

As long as any parts of the Order Proposal that offer a better commercial position for the Client (as decided by the Client) take precedence over the documents above.

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

FORMATION OF ORDER CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into an Order Contract with the Client to provide the Goods or Services in accordance with the terms of this letter and the Order Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Order Incorporated Terms. The Parties hereby acknowledge and agree that this Order Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.

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For and on behalf of the Agency:		For and on behalf of the Client:	
Signature:	██████████	Signature:	██████████
Name:	██████████	Name:	██████████
Role:	██████████	Role:	██████████
Date:	20/06/2025	Date:	23/06/2025

ANNEX A

Agency Proposal



Kindred response
to technical envelop

Annex B

Statement of Work-

This Statement of Work is issued under and in accordance with the Order Contract entered into between the parties dated 20 June 2025

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

1.1 Where a Statement of Work would result in:

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

Project:

School absence is a major barrier to opportunity, with more than 1 in 5 children missing a day of school each fortnight. Post pandemic school absence remains over 60% higher than in 2018/19 – on average, pupils are missing an extra week of school a year than before the pandemic.

We have identified communications as a potential lever to influence parents and carers of children in the 5-15% range, who are missing occasional days at school which can add up.

The campaign will focus on mobilising **local activity, in partnership with schools and combined/local authorities**.

Ultimately, we want to encourage parents to reconsider their assumptions about attendance and reframe the public narrative.

Positive relationships between schools and parents is a key driver to increasing attendance rates, and efficient communications with parents. Local authorities, combined authorities and academy trusts hold a vital place in disseminating wider government messages to their schools. We are also looking to equip schools centrally with

	<p>messages and collateral that they can use to share with parents.</p>
Project start Date	<p>The contract will be let on a 1-year basis with optional extensions 1+1). The contract starts in June 2025. The contract is let with no commitment to spend and is subject to funding and supplier performance.</p> <p>The Start date: 20 June 2025</p> <p>The maximum expiry date (including optional extension(s)): 19 June 2028.</p> <p>Optional Extension: +1+1year</p>
Notice period for cancellation	<p>The notice period for cancellation is 3 months.</p>
Project Notice Period:	
Overarching Brand/Campaign	<p>While there is no existing overarching brand, elements are likely to be co-branded with local authorities where appropriate, or may make use of existing materials or brands which exist in local areas. Elements of the campaign in relation to winter illnesses should make use of the NHS brand where appropriate.</p>
Goods or Services	<p>The key requirements of the Agency are to develop and build a strategy for the 2025/26 academic year, with co-design with parents and schools as a core tenet.</p> <p>All services & deliverables will be agreed with DfE and in line with those set out within the brief at the procurement stage. These requirements may be flexible due to the nature of the Cabinet Office spending controls process and the test and learn approach, and DfE will communicate any changes with the Agency.</p> <p>DfE expects that the Agency will take on board feedback on the proposed strategy and will amend their approach to ensure the strategy fully meets the requirements and is suitable for the approach and target audience. This revised strategy will inform further campaign development.</p> <p>DfE are looking to launch an iterative campaign, with elements ready to go live by end-August/September 2025.</p> <p>Deliverables include:</p>

- insight- and audience-led strategic and creative approach.
- carefully designed, tested and implemented nuanced and targeted messaging and creative, being prepared to quickly refine direction or approach based on audience feedback.
- Account management with combined and local authorities (who will work with schools, parents and stakeholders in their area supplemented by DfE stakeholder activity) to deliver bespoke regional communications alongside any appropriate national communications as required.
- planning, design and production of built-for platform assets across a range of materials in paid media and toolkit requirements. This includes seeking relevant clearances and third-party consents and licenses as required. Paid media channels are likely to focus on audio, including radio and digital.
- Model for how attendance communications might expand or scale, whether nationally or locally regionally in future years.
- Testing and evaluation strategy (in partnership with DfE) and to input to media and attitudinal evaluation. This will include supporting the annual Professional Assurance business case to Cabinet Office if required.
- The above to be set against the OASIS framework.
- Management of partnerships, case studies and other talent, including expert voices and influencers, both paid and pro bono, including outreach, NDAs and any contracting/payment as required.

DfE require very strong strategic and planning support along with the appropriate number and level of staff to ensure successful delivery of this project. Kindred would be expected to provide adequate resource for:

- Regular opportunities for review and feedback
- Regular status calls and reports, with updates on current and upcoming issues and follow-up actions circulated
- Risk management
- Finance/budget management support
- Timing plan to be developed and kept updated

	<p>There may be further work the lead agency will need to sub-contract depending on in-house capabilities and requirements. This could include research (such as creative testing), content, production, influencers, design and creation requirements.</p> <p>Any sub-contracting process should be carried out in collaboration with DfE and DfE must approve the proposed sub-contractor. If the lead agency subcontracts any other services, we expect them to also follow the core terms and conditions of the awarded contract with the lead agency. DfE expects to be involved within any sub-contracting process to ensure the agency can deliver the requirement and offers value for money. DfE expects that the Agency will oversee all deliverables to ensure strategic synergy and source multiple bids where appropriate.</p> <p>The use of clients deliverables will be subject to any third party usage rights which must be notified to the client in accordance with this call-off contract</p> <p>KPIs – DfE expects the agency to perform against deliverables to the highest standard. This includes sufficient provision as outlined in strategic and planning support. DfE can implement new KPIs from time to time as deemed necessary, with adequate notice provided to the agency. A separate KPIs document is attached covering the above.</p>
Project Plan:	Project plan to be agreed on appointment
Contract Charges:	<p>Will never exceed the overall value of the tender (e.g. £900,000 over the first year term of the contract.).</p> <p>For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs. Supplier activity is VAT recoverable, so quotes, billing schedules and invoices should be compiled & presented ex VAT.</p> <p>Maximum value over the full optional 3-year full term is £4,100,000:</p> <p>This Contract Value: A maximum Contract Value of £900,000 ex. VAT. Supplier costs are to be inclusive of GCS charge (1%) and should split this out on all estimates.</p>

	Refer to: 'Order Schedule 5 – Pricing Details' for more information
Client Assets:	The Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract.
International locations:	N/A
Client Affiliates:	N/A
Special Terms:	N/A
Key Individuals:	<div>██████████ - Joint Managing Director ██████████</div> <div>██████████ - Business Director ██████████</div> <div>██████████ - Senior Associate Director ██████████</div>
Authorised Agency Approver:	<div>██████████ Commercial Director</div> <div>██████████</div>
Authorised Client Approver:	<div>██████████ – Commercial Lead</div>

Signed by:....██████████

by (print name):...██████████

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As Agency Authorised Approver for and on behalf of **Kindred Agency (The Agency)**

Date.....20/06/2025.....

Signed by:.....[REDACTED]

by (print name):.....[REDACTED]

As Client Authorised Approver for and on behalf of **Department for Education (The Client)**

Date.....23/06/2025.....