

# DPS Schedule 6 (Letter of Appointment Template and Order Schedules)

## Letter of Appointment

This Letter of Appointment is issued in accordance with the provisions of the DPS Contract (RM6124 Communications Marketplace) between CCS and the Agency.

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

### ORDER:

<b>Order Number:</b>	con_15252
<b>From:</b>	Department for Education (DfE) "Client" 20 Great Smith St, London SW1P 3BT
<b>To:</b>	Kindred Agency "Agency" [REDACTED]

<b>Order Start Date:</b>	16 <sup>th</sup> July 2022
<b>Order Expiry Date:</b>	Initial Expiry Date: 15 <sup>th</sup> July 2024
<b>Order Initial Period:</b>	2 years
<b>Order Optional Extension Period:</b>	The contract has the option to extend for 2 further period of 12 months each (2+1+1) with a maximum expiry date of 15 <sup>th</sup> July 2026.

<b>Goods or Services required:</b>	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. 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.
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<b>Key Staff:</b>	<b>For the Client:</b> [REDACTED] [REDACTED]
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	<b>For the Agency:</b> [REDACTED]
<b>Guarantor(s)</b>	N/A

<b>Order Contract Charges (including any applicable discount(s), but excluding VAT):</b>	<p>The contract has a maximum ceiling value of £1,200,000 across the maximum 4 year period.</p> <p>The winning tender price was £259,980 per year which equates to £1,039,920 across the maximum 4 year contract period.</p> <p>Any additional in-scope works required above the tender price will be notified to the Agency in writing.</p>
<b>Liability</b>	<p><b>See Clause 11 of the Core Terms</b></p> <p><b>Estimated Year 1 Charges: £259,980</b></p>
<b>Additional Insurance Requirements</b>	N/A
<b>Client billing address for invoicing:</b>	[REDACTED]

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

Monthly

## PROGRESS MEETING FREQUENCY

Monthly

## KEY SUBCONTRACTOR(S)

[REDACTED]

## COMMERCIALLY SENSITIVE INFORMATION

Agency's Commercially Sensitive Information – please do not publish our rate card.

## 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)

## SERVICE CREDIT CAP

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## 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*
3. *The following Schedules in equal order of precedence:*
  - *Joint Schedules for RM6124*
    - *Joint Schedule 2 (Variation Form)*
    - *Joint Schedule 3 (Insurance Requirements)*
    - *Joint Schedule 4 (Commercially Sensitive Information)*
    - *Joint Schedule 6 (Key Subcontractors)*
    - *Joint Schedule 7 (Financial Difficulties)*
    - *Joint Schedule 10 (Rectification Plan)*
    - *Joint Schedule 11 (Processing Data)*
    - *Joint Schedule 12 (Supply Chain Visibility)*
  - **Order Schedules for con\_15252 - Get into Teaching PR Agency**
    - *Order Schedule 1 (Transparency Reports)*
    - *Order Schedule 2 (Staff Transfer)*
    - *Order Schedule 3 (Continuous Improvement)*
    - *Order Schedule 5 (Pricing Details)*
    - *Order Schedule 7 (Key Supplier Staff)*
    - *Order Schedule 8 (Business Continuity and Disaster Recovery)*
    - *Order Schedule 9 (Security)*
    - *Order Schedule 10 (Exit Management)*

- *Order Schedule 14 (Service Levels)*
- *Order Schedule 15 (Order Contract Management)*
- *Order Schedule 16 (Benchmarking)*
- *Order Schedule 18 (Background Checks)*
- *Order Schedule 20 (Order Specification)*

4. CCS Core Terms
5. *Joint Schedule 5 (Corporate Social Responsibility) RM6124*
6. *Order Schedule 4 (Proposal)* 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.

For and on behalf of the Agency:		For and on behalf of the Client:	
Signature:	██████████	Signature:	██████████
Name:	██████████	Name:	██████████
Role:	██████████	Role:	██████████
Date:	09 <sup>th</sup> August 2022	Date:	09 <sup>th</sup> August 2022

## **ANNEX A**

### **Agency Proposal**



## 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 09.08.2022.**

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.

<b>Project:</b>	A dedicated PR agency to plan and deliver activity for the Teacher recruitment / Get into Teaching campaign.
<b>Project start Date</b> <b>Notice period for cancellation</b> <b>[Project Notice Period]:</b>	<p>Start Date: 16<sup>th</sup> July 2022 for an initial period of 2 years (expiry 15<sup>th</sup> July 2024). The contract has an option to extend on a 1+1 year basis, with a maximum end date of 15<sup>th</sup> July 2026.</p> <p>The contract has no commitment to spend across the full 4 year term. The contract will have a 3 month notice period.</p>
<b>Overarching Brand/Campaign</b>	The PR channel/activity is part of Get into Teaching, the established initial teacher training (ITT) recruitment marketing campaign from the Department for Education.
<b>Goods or Services</b>	<p>The key requirements of the Agency are to develop the proactive PR strategy that that is in line with, and helps amplify, the Teaching campaign's overarching creative approach (based on Shaping Lives – "Every Lesson Shapes a Life"). The requirements and strategy will support our overarching comms objectives and help drive consideration and ultimately uptake of teaching as a career.</p> <p>All services &amp; deliverables will be agreed with the client and in line with the below requirements and those set out within the brief at the procurement stage. Detailed plans, tactics and themes will be agreed and signed off individually during the course of the year before each piece of work is delivered.</p>

Requirements may need to flex due to the nature of the work and / or emerging priorities, however the client will communicate any in-scope changes with the Agency.

DfE expects that the Agency will take on board feedback on the proposed PR strategy and activations and will amend their approach to ensure the strategy and plans fully meets the requirements and are suitable for the approach and target audience.

#### **Summary of deliverables:**

As per the brief, we expect Kindred Agency to incorporate the following, but not necessarily be limited to:

- **A proactive PR strategy** that is in line with, and helps amplify, the Teaching campaign's overarching creative approach based on Shaping Lives – "Every Lesson Shapes a Life".
- An ambitious **programme of national, regional and consumer PR** that is always on, with PR peaks and moments at key points of the year
- **Plans and tactics** that work for both the Get Into Teaching campaign and target media.
- Development of **interesting stories and compelling and innovative content** capable of cutting through the news agenda, and/or suitable for translating across other channels such as organic social media. Content creation appropriate for earned media may include feature material, videos, imagery, PR packages etc.
- Development of a strong bank of diverse, inspiring, interesting or unusual **case study teachers** willing to support teaching in earned media and / or on social media. As an extension of this, identify and develop a **wider range of campaign advocates and / or campaign spokespeople**.
- Commissioning research or sourcing data to strengthen news hooks or media pitches.
- Drafting of **briefing materials** / Q&As and timely briefing of spokespeople and interviewees. Also producing pre-launch timelines and carrying out proportionate risk assessments and **due diligence** ahead of launches.
- **Press release writing**, distribution and sell-ins; managing the interaction with writers and journalists across a broad range of print, online and broadcast media - national, regional and consumer.
- Handling or offering any advice around **media enquires** that arise as a result of our proactive PR outreach.
- Use of **calendar hooks**, reactive opportunities or third party coverage.
- Researching and recommending **online influencers** to collaborate with as a way of extending our reach. Also exploring any opportunities to develop in-kind relationships with supportive **well-known faces**.

- **Media monitoring** – the capability or tools to track down coverage and share updates and summaries with the client. Linked to this, **PR evaluation** methods that help demonstrate impact and illustrate what success looks like.
- Proposed approach to **align with the FE teacher recruitment** and any other related DfE-led campaigns to ensure plans are complimentary and don't clash or compete.

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 Agency would be expected to provide adequate resource for:

- Project plan to be agreed on appointment
- Timing plan to be developed and kept updated. To be shared with the client during weekly status meetings/ and /or run up to key PR moments
- Weekly status calls and reports, including prior circulation of agenda and action logs
- Regular opportunities for review and feedback with minimum of 3 rounds of feedback per deliverable should it be required
- Finance/budget management support including billing schedules and monthly check-ins to review budget tracker / proposed invoicing
- Providing information, resources and materials in preparation for key internal meetings / clearances, as needed
- Leading evaluation projects – for individual tactics, as well as for end-of-year evaluation; and channel evaluations required for Cabinet Office/PASS submissions.
- Attendance at quarterly performance reviews
- Attendance at inter-agency meetings.

The Client's use of the Services will be subject to any third-party usage rights which are notified to the Client in accordance with this Order Contract.

**Project Plan:**

Ongoing PR support throughout the year  
Project plan to be agreed on appointment.

**Contract Charges:**

The Client shall pay the Agency an agreed sum per month for delivery of these Services, payable in monthly instalments. The monthly sum will be agreed between agency and client from month to month, based on an agreed billing schedule following appointment, and will never exceed the overall value of the tender (£1,039,920 per annum).

For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs.



	PR activity is VAT recoverable, so quotes, billing schedules and invoices should be compiled & presented ex VAT.
<b>Client Assets:</b>	Assets from the advertising campaign can be shared on request. Existing or new PR case study details can be shared with the agency; similarly, the PR supplier will share the case study spreadsheet they hold on our behalf, as requested, in compliance with data protection laws.
<b>International locations:</b>	N/A
<b>Client Affiliates:</b>	N/A
<b>Special Terms:</b>	N/A
<b>Key Individuals:</b>	<b>Key Individuals:</b> [REDACTED]
<b>Authorised Agency Approver:</b>	<b>Authorised Agency Approver:</b> [REDACTED]
<b>Authorised Client Approver:</b>	[REDACTED]

## Signatory – Statement of Works

Signed by: [REDACTED]

by (print name): [REDACTED]

As Agency Authorised Approver for and on behalf of **Kindred Agency**

Date 09<sup>th</sup> August 2022

Signed by: [REDACTED]

by (print name): [REDACTED]

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

Date 09<sup>th</sup> August 2022

## Joint Schedule 1 - Definitions



Joint Schedule 1  
(Definitions)\_v1.0.pdf

## Joint Schedule 2 – Variation Form



Joint Schedule 2  
(Variation Form)\_v1.0.

## Joint Schedule 3 – Insurance Requirements



Joint Schedule 3  
(Insurance Requireme

## Joint Schedule 4 – Commercially Sensitive Information



Joint Schedule 4  
(Commercially Sensiti

## Joint Schedule 5 – Corporate Social Responsibility



Joint Schedule 5  
(Corporate Social Res

## Joint Schedule 6 – Key Subcontractors



Joint Schedule 6 (Key  
Subcontractors)\_v1.0.

## Joint Schedule 7 – Financial Difficulties



Joint Schedule 7  
(Financial Difficulties).

## Joint Schedule 10 – Rectification Plan



Joint Schedule 10  
(Rectification Plan)\_v1

## **Joint Schedule 11 – Processing Data**



Joint Schedule 11  
(Processing Data)\_v1.1

## **Joint Schedule 12 – Supply Chain Visibility**



Joint Schedule 12  
(Supply Chain Visibilit

## **Order Schedule 1 – Transparency Reports**



Order Schedule 1  
(Transparency Report)

## **Order Schedule 2 – Staff Transfer**



Order Schedule 2 -  
Staff Transfer\_v1.0.do

## **Order Schedule 3 – Continuous Improvement**



Order Schedule 3  
(Continuous Improver

## **Order Schedule 4 – Proposal**



Order Schedule 4 -  
(Proposal)\_v1.0.docx

## **Order Schedule 5 – Pricing Details**



Order Schedule 5  
(Pricing Details)\_v1.0.r

## **Order Schedule 7 – Key Agency Staff**



Order Schedule 7  
(Key Agency Staff)\_v1

## **Order Schedule 8 – Business Continuity and Disaster Recovery**



Order Schedule 8  
(Business Continuity &

## **Order Schedule 9 – Security**



Order Schedule 9  
(Security)\_v1.0.docx

## Order Schedule 10 – Exit Management



Order Schedule 10  
(Exit Management)\_v'

## Order Schedule 14 – Service Levels – **To be agreed & signed off separately**



Order Schedule 14  
(Service Levels)\_v1.0.c

## Order Schedule 15 – Order Contract Management



Order Schedule 15  
(Order Contract Manag

## Order Schedule 16 – Benchmarking



Order Schedule 16  
(Benchmarking)\_v1.0.i

## Order Schedule 18 – Background Checks



Order Schedule 18  
(Background Checks)\_

## Order Schedule 20 – Brief



Document 2 - Get  
into Teaching PR Age