**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 between CCS and the Agency, dated.

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

ORDER:

|  |  |
| --- | --- |
| **Order Number:** |  |
| **From:** | Office of Government Property, Cabinet Office |
| **To:** | Public Sector Connect  |

|  |  |
| --- | --- |
| **Order Start Date:**  | 22/08/2022 |
| **Order Expiry Date:** | 31/03/2023 |
| **Order Initial Period:** | 8 months |
| **Order Optional Extension Period:** | N/A |

|  |  |
| --- | --- |
| **Goods or Services required:**   | See Special Terms 4 ‘Specification’ |

|  |  |
| --- | --- |
| **Key Staff:** | **For the Client:** **[REDACTED TEXT under FOIA Section 40, Personal Information]****For the Agency:****[REDACTED TEXT under FOIA Section 40, Personal Information]** |
| **Guarantor(s)** | N/A |

|  |  |
| --- | --- |
| **Order Contract Charges (including any applicable discount(s), but excluding VAT):** | Detailed in Special Terms 3 - Charges |
| **Liability**  | **See Clause 11 of the Core Terms****Estimated Year 1 Charges:** **[REDACTED TEXT under FOIA Section 43, Commercial Interests]** |
| **Additional Insurance Requirements** | N/A |
| **Client billing address for invoicing:** | Invoices should be submitted to: **[REDACTED TEXT under FOIA Section 43, Commercial Interests]** |

|  |  |
| --- | --- |
| **Special Terms Schedules**  | All applicable special terms schedules are attached:Special Terms Schedule 1 - Definitions - to be referred to for all documents attached titled ‘special terms’Special Term Schedule 2 - Key Subcontractors (to replace Joint Schedule 6 Key Subcontractors)Special Terms Schedule 3 - Charges (to replace Order Schedule 5 Charges)Special Terms Schedule 4 - Statement of Requirement (to replace Order Schedule 20 Brief)Special Terms Schedule 5 - Security (to replace Order Schedule 9 Security)Special Terms Schedule 6 - Cyber Essentials Scheme |
| **Special Terms** | **Special Term 1** – Clause 4 of the Core Terms is deleted and replaced with the following:**4. Pricing and payments**4.1In consideration for the Supplier providing the Deliverables, the Buyer grants the Supplier the Sponsorship Rights on the terms set out in Schedule 3 (Charges). References to “Charges” in this Contract shall be construed as referring to the consideration due to the Supplier from the Buyer as further detailed in Schedule 3. 4.2 The supply of the Deliverables by the Supplier under this Contract is inclusive of VAT and the Supplier must invoice the Buyer for the supply of the Deliverables for each of the 2022 Events. The Supplier must invoice the Buyer no later than 1 Month after the last of the 2022 Events. 4.3 The Sponsorship Rights are granted by the Buyer exclusive of VAT and the Buyer shall provide the Supplier with an invoice for the supply of the relevant Sponsorship Rights no later than 1 Month after the last event in each of the 2022 Events.4.4 A Supplier invoice is only valid if it:* includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
* includes a detailed breakdown, including value, of Delivered Deliverables and Milestone(s) (if any);
* reflects that the only consideration payable by the Buyer under this Contract is the grant of the Sponsorship Rights on the terms set out in Special Terms Schedule 3 (Charges) and does not require payment of any money by the Buyer to the Supplier; and
* states that the supply of the Deliverables is inclusive of VAT.

4.4 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment. |
|  | **Special Term 2** - Clause 10.6 of the Core Terms is not applicable and not used in this Contract. |
|  | **Special Term 3** – In addition to the provisions in Clause 9 of the Core Terms, the provisions in Paragraph 6 of Schedule 3 shall apply to the ownership and licensing of the Sponsorship Rights IPRs (as defined in Schedule 3); andClause 9.4 is deleted and replaced with the following: 9.4 Neither Party has the right to use the other Party’s IPRs, including any use of the other Party’s names, logos or trademarks, except as provided in Clause 9, Schedule 3 (Charges) or otherwise agreed in writing. |

PROGRESS REPORT FREQUENCY

On the last Working Day of each week

PROGRESS MEETING FREQUENCY

On the first Working Day of each month

KEY SUBCONTRACTOR(S)

**[REDACTED TEXT under FOIA Section 43, Commercial Interests]**

COMMERCIALLY SENSITIVE INFORMATION

Joint Schedule 4

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

The Service Credit Cap is: Not Used for this Contract

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 attached.
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 10 (Rectification Plan)*
	+ *Joint Schedule 11 (Processing Data)*
* *Order Schedules for*
	+ *Order Schedule 1 (Transparency Reports)*
	+ *Order Schedule 2 (Staff Transfer)*
	+ *Order Schedule 3 (Continuous Improvement)*
	+ *Order Schedule 7 (Key Supplier Staff)*
	+ *Order Schedule 8 (Business Continuity and Disaster Recovery)*
	+ *Order Schedule 10 (Exit Management)*
	+ *Order Schedule 13 (Implementation Plan and Testing)*
	+ *Order Schedule 14 (Service Levels)*
	+ *Order Schedule 15 (Order Contract Management)*
	+ *Order Schedule 18 (Background Checks)*
	+ *Order Schedule 19 (Scottish Law)*
1. CCS Core Terms
2. *Joint Schedule 5 (Corporate Social Responsibility) RM6124*
3. *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: | **[REDACTED TEXT under FOIA Section 43, Commercial Interests]** | Signature: | **[REDACTED TEXT under FOIA Section 43, Commercial Interests]** |
| Name: | **[REDACTED TEXT under FOIA Section 43, Commercial Interests]** | Name: | **[REDACTED TEXT under FOIA Section 43, Commercial Interests]** |
| Role: | **[REDACTED TEXT under FOIA Section 43, Commercial Interests]** | Role: | **[REDACTED TEXT under FOIA Section 43, Commercial Interests]** |

**Annex A**

**Agency Proposal**

See Order Schedule 4

Question 4.1

**[REDACTED TEXT under FOIA Section 43, Commercial Interests]**

**Annex B**

**Statement of Work- See Special Terms 4 - Specification**



**Bid Pack**

**Attachment 3 – Statement of Requirements**

Contract Reference: CCCS22A05 THE PROVISION OF SPONSORSHIP RIGHTS FOR THE GOVERNMENT PROPERTY MONTH 2022 AND ASSOCIATED EVENTS- 2

##  **[REDACTED TEXT under FOIA Section 43, Commercial Interests]**