

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 between CCS and the Agency, 19 November 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:

Order Number:	con_17264
From:	The Secretary of State for Education, Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT
To:	Blackberry Productions Limited [REDACTED]

Order Start Date:	31 October 2022
Order Expiry Date:	31st August 2024
Order Initial Period:	22 months
Order Optional Extension Period:	There is the option to extend for 2 further periods of 12 months each from the Order Expiry Date.

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

Order Contract Charges (including any applicable discount(s), but excluding VAT):	Financial year: 2022/23 £1,000,000 2023/24 £1,200,000 2024/25 £1,400,000 2025/26 £1,500,000 2026/27 £300,000 Total £5,400,000
Liability	See Clause 11 of the Core Terms Estimated Year 1 Charges: A maximum of £1,000,000 until 31 st March 2023, ex VAT.
Additional Insurance Requirements	N/A
Client billing address for invoicing:	The Department for Education Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT

Special Terms	<ol style="list-style-type: none">1. The Client acknowledges that there are pricing pressures in the wider market at the time of contract award. Notwithstanding, the Client and the Agency agree the prices payable under this agreement as contained within Order Schedule 5 shall remain firm and, as such, not subject to change during the Order Initial Period or Order Optional Extension Period.2. While the prices payable under this Contract in accordance with Order Schedule 5 shall remain firm, the Agency has the right to submit evidence to the Client from Year 2 of the Contract onwards that
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	<p>demonstrates, if applicable, significant increased prices where those prices have increased as a result of factors outside the reasonable control of the Agency, subject to the Agency using the Agency's reasonable endeavours to keep prices the same as during the first year of this Contract. The Client will consider any such representation provided that a) any proposed price alteration is fair, reasonable and only proposes any potential price increase such as to not inflate the underlying profit of the Agency made from this Contract as compared to Year 1 of the Contract and b) that the Agency shall only be permitted to make a request to a maximum of twice per financial year. The Client reserves the right to request any further reasonable information from the Agency to inform the Client's decision on any request made by the Agency under this Special Term. The Client will consider any request at the Client's sole discretion and may allow an increase of price within Order Schedule 5 following such an Agency request. The Client shall not be obliged to allow any price increase. In making such a determination, the Client will act reasonably and take account of the Agency's view. Notwithstanding, the Agency shall have no recourse against the Client should the Client refuse any request. Any dispute shall be managed in accordance with clause 34 of the Core Terms.</p>
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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)

No key sub-contractors

COMMERCIALLY SENSITIVE INFORMATION

Order Schedule 5 (Pricing Details)

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

£0

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 1 (Definitions)*
 - *Joint Schedule 2 (Variation Form)*
 - *Joint Schedule 3 (Insurance Requirements)*
 - *Joint Schedule 4 (Commercially Sensitive Information)*
 - *Joint Schedule 4 (Corporate Social Responsibility)*
 - *Joint Schedule 7 (Financial Difficulties)*
 - *Joint Schedule 10 (Rectification Plan)*
 - *Joint Schedule 11 (Processing Data)*

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- *Order Schedules for con_17264*
 - *Order Schedule 1 (Transparency Reports)*
 - *Order Schedule 2 (Staff Transfer)*
 - *Order Schedule 3 (Continuous Improvement)*
 - *Order Schedule 4 (Proposal)*
 - *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.

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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:	17.11.2022	Date:	17.11.2022

ANNEX A

Agency Proposal

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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 17.11.2022.

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.

Project:	A dedicated event management agency to plan and deliver activity for the event channel of the Teacher recruitment / Get into Teaching campaign.
Project start Date Notice period for cancellation [Project Notice Period]:	<p>This project starts on 24 October 2022 for the duration of 2 years. There is the option to extend for 2 individual periods of 12 months each, making the maximum term 4 years. There is no commitment to spend for the Client at any time during this project.</p> <p>The project has a 1 months' notice period.</p>
Overarching Brand/Campaign	The event channel/activity is part of Get into Teaching, the established initial teacher training (ITT) recruitment marketing campaign from the Department for Education.
Goods or Services	<p>The Agency will be responsible for the planning and delivery of all agreed face-to-face and virtual events to agreed budgets.</p> <p>The Agency will assist on event content and delivery methods driving consideration and satisfaction levels. We expect some collaboration as and when required with our other contracted agencies.</p> <p>As a prominent government recruitment brand, we need our agencies to act as guardians of our brand values, including implementation, specifically ensuring our brand guidelines are followed throughout all activities.</p>

Creative development and production of event assets and materials following brand guidelines.

All services and 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.

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.

Summary of deliverables:

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

Face-to-face events – up to 36 in year one

Delegate Management

Production of delegate lists.

Badging for exhibitors and staff

Post-event attendee reporting, attendee and exhibitor evaluations.

Exhibition management

Manage bookings.

Manage requirements for technical, furniture, materials etc.

Develop and circulate briefing, covering logistical elements, to all exhibitors prior to attendance.

Manage layout of exhibition stands.

Production, design and print

Production of floor plans for each venue.

Delegate materials: Design and print of event brochure and handouts

Design and print of directional signage.

Design and production of all graphic stands and lighting for zones.

Provision of furniture to include registration and zone desks.

Provision of exhibition furniture.

Onsite build of all zones and exhibition.

A/V support for presentations.

Venues

Identification and contracting of all venues

Venue liaison

Confirmation of all venue requirements

Onsite logistics

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Onsite registration including staffing, and the ability to register walk ins. Logistics staff for people movement, queue management etc

Misc

T-shirts for logistics staff

Transportation and storage of all elements

Reasonable expenses

Post event

Post event report detailing attendees, cancellations, no-shows and on site registrations post each event.

Termly face to face wash up session with the DfE Events Manager, reviewing project performance and visitor and exhibitor evaluation. Making recommendations for future events.

Virtual events – 6 in year one

Project management

Initial project planning meeting.

Project plan produced.

Weekly updates, via telephone, email or face to face, on progress to date, from award of contract.

Delegate Management

Production of delegate lists.

Post-event attendee reporting, attendee evaluations.

Production

Production pre-recorded presentation

Production of videos or other instructions to assist attendees' navigation of the event as required

Production and A/V support for the live panel session

Event platform

Usage fees for the platform

Technical support during the virtual events for both attendees and staff.

Post event

Post event report detailing attendees, cancellations, no-shows post each event

Termly face to face wash up session with the DfE Events Manager, reviewing project performance and visitor and exhibitor evaluation. Making recommendations for future events.

DfE require very strong planning support along with the appropriate number and level of staff to ensure successful

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	<p>delivery of this project. The Agency would be expected to provide adequate resource for:</p> <p>Project plan to be agreed on appointment.</p> <p>Timing plan to be developed and kept updated. To be shared with the client during weekly status meetings.</p> <p>Weekly progress calls and reports, including prior circulation of agenda and action logs.</p> <p>Finance/budget management support including billing schedules and regular check-ins to review budget tracker / proposed invoicing.</p> <p>Providing information, resources and materials in preparation for key internal meetings / clearances, as needed.</p> <p>Leading evaluation projects – for individual activities, as well as for end-of-year evaluation; and channel evaluations required for Cabinet Office/PASS submissions.</p> <p>Attendance at quarterly performance reviews</p> <p>Attendance at inter-agency meetings.</p> <p>The Agency is to agree and obtain any specific requirements and ways of working such as third-party consents, licences, clearances that may be required to obtain products or purchases.</p> <p>The Client's use of the Goods or Services will be "subject to any third-party usage rights which are notified to the Client in accordance with this Order Contract".</p>														
Project Plan:	<p>Ongoing support to the event team throughout each year of the contract. Face-to-face event delivery November, February/March and June/July. Virtual event delivery October, December, January, March, May and July.</p> <p>Project plan to be agreed on appointment.</p>														
Contract Charges:	<p>The Contract Charges shall be calculated using the hourly charge out rates, alongside fixed rates, shown in the Tender, provided that the total Contract Charges shall not exceed the estimated maximum charges as per the table below and subject to the Client's prior approval. For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs.</p> <table><tr><th colspan="2">Financial year</th></tr><tr><td>2022/23</td><td>£1,000,000</td></tr><tr><td>2023/24</td><td>£1,200,000</td></tr><tr><td>2024/25</td><td>£1,400,000</td></tr><tr><td>2025/26</td><td>£1,500,000</td></tr><tr><td>2026/27</td><td>£300,000</td></tr><tr><td>Total</td><td>£5,400,000</td></tr></table>	Financial year		2022/23	£1,000,000	2023/24	£1,200,000	2024/25	£1,400,000	2025/26	£1,500,000	2026/27	£300,000	Total	£5,400,000
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Total	£5,400,000														

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Client Assets:

Graphics and event furniture will be transferred to the agency for storage and transportation to events as required.
Pull ups and zone graphics
Advice zone pull up and counter graphic
Meet a teacher zone pull up and counter graphic
Provider zone pull up
Scholarship pull up
OQC pull up
Scholarship pull ups and counter graphics x 8 – computing, physics, chemistry, maths, geography, languages, UCAS, NARIC
Exit desk pull up and counter graphic
School open day pull up and counter graphic
Generic teaching pull-ups x 6

Large graphics
9 x large generic teaching graphics without frames

Furniture
20 x small meeting tables

Misc
IPads x 8

International locations:

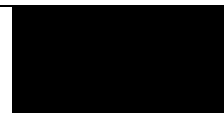
N/A

Client Affiliates:

N/A

Special Terms:

In accordance with the Letter of Appointment.

Key Individuals:**Authorised Agency Approver:****Authorised Client Approver:**

Signed by: [REDACTED]

by (print name): [REDACTED]

As Agency Authorised Approver for and on behalf of Blackberry Productions Limited

Date: 17.11.2022

Signed by: [REDACTED]

by (print name): [REDACTED]















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

Date: 17.11.2022










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Order Schedules

					
Order Schedule 1 (Transparency Report	Order Schedule 2 - Staff Transfer_v1.0.do	Order Schedule 3 (Continuous Improve	Order Schedule 4 - (Proposal)_v1.0.docx	Order Schedule 5 (Pricing Details)_v1.0.	Order Schedule 7 (Key Agency Staff)_v1
					
Order Schedule 8 (Business Continuity &	Order Schedule 9 (Security)_v1.0.docx	Order Schedule 10 (Exit Management)_v	Order Schedule 14 (Service Levels)_v1.0.c	Order Schedule 15 (Order Contract Manag	Order Schedule 16 (Benchmarking)_v1.0.
					
Order Schedule 18 (Background Checks)	Order Schedule 20 (Brief)_v1.0.docx				

Joint Schedules

					
Joint Schedule 1 (Definitions)_v1.0.pdf	Joint Schedule 2 (Variation Form)_v1.0.	Joint Schedule 3 (Insurance Requireme	Joint Schedule 4 (Commercially Sensiti	Joint Schedule 5 (Corporate Social Res	Joint Schedule 6 (Key Subcontractors)_v1.0.
					
Joint Schedule 7 (Financial Difficulties)	Joint Schedule 10 (Rectification Plan)_v1	Joint Schedule 11 (Processing Data)_v1.0			