

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, dated 16th February 2022.

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

ORDER:

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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Project Version: v1.0	Department for Education (DfE) 'Client' Sanctuary Buildings, Great Smith Street. London SW1P 3BT
To:	BAM Agency Ltd 'Agency'

Order Start Date:	31 st July 2022
Order Expiry Date:	30 th July 2024
Order Initial Period:	2 years
Order Optional Extension Period:	The contract has an option to extend for 2 periods of 12 months each. This contract is awarded on a 2+1+1 basis.

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: <div></div> <div></div> <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):	<p>£4,876,000 maximum contract price for the maximum term of 4 years</p> <p>Please refer to Statement of Works for charges.</p> <p>For Year 1 the total spend will be £1,174,848 due to the additional Refreshers Fairs taking place, this overspend will be clawed back over the future years of the contract.</p>
Liability	<p>See Clause 11 of the Core Terms</p> <p>Estimated Year 1 Charges: £1,174,848</p>
Additional Insurance Requirements	N/A
Client billing address for invoicing:	<div></div>

DPS Schedule 6 (Letter of Appointment and Order Schedules)
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Special Terms	N/A
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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)

If required we may subcontractor elements during the contract to Blackberry Productions Ltd (Company Number 07586064)

COMMERCIALLY SENSITIVE INFORMATION

N/A

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 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 8 (Guarantee)*
 - *Joint Schedule 10 (Rectification Plan)*
 - *Joint Schedule 11 (Processing Data)*
 - *Joint Schedule 12 (Supply Chain Visibility)*
 - *Order Schedules for con_15659*
 - *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)*

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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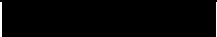
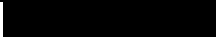
- *Order Schedule 10 (Exit Management)*
 - *Order Schedule 13 (Implementation Plan and Testing)*
 - *Order Schedule 14 (Service Levels)*
 - *Order Schedule 15 (Order Contract Management)*
 - *Order Schedule 16 (Benchmarking)*
 - *Order Schedule 18 (Background Checks)*
 - *Order Schedule 20 (Order Specification)*
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:	10 th August 2022	Date:	10 th 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 09th August 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 student marketing agency to plan and deliver activity for the on-campus channel of the Teacher recruitment / Get into Teaching campaign.
Project start Date Notice period for cancellation [Project Notice Period]:	<p>This project starts on 31st July 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 3 months' notice period.</p>
Overarching Brand/Campaign	The on-campus 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 role of the Agency is to fulfil four core roles:</p> <p>Strategic planning and delivery. The Agency will be responsible for the planning and delivery of all agreed on-campus events and activities to agreed budgets.</p>

Strategic leadership. The Agency will assist on messaging and creative, inspiring, driving consideration and response. We expect some collaboration as and when required with our other contracted agencies.

Brand guardian. As a prominent government recruitment brand, we need our agencies to act as guardians of our brand values, including implementation, specifically ensuring on-campus brand guidelines are followed throughout all activities.

Creative development and production of assets across a range of media 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.

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

Summary of deliverables:

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

Campaign surveys to take place via solus emails at selected universities at the start of each recruitment cycle.

Planning and delivery of Student Union sponsorship packages at the agreed 50 target universities agreed at the start of each recruitment cycle.

Planning and delivery of attendance at Freshers Fairs at each of the 50 target universities agreed at the start of each recruitment cycle.

Planning and delivery of a Refreshers Tour in the Spring term for year 1 of the contract, the exact number of locations to be agreed after the Autumn term activity has completed.

Planning, recruitment, and management of Brand Ambassadors as required across an agreed number of universities to compliment other activities.

Planning and delivery of a Hybrid Career Tour.

Creative and Content work and print requirements of literature as and when required throughout the campaign.

Development and management of a Link Logger system to work with the Get Into Teaching website and CRM team to allow tracking and evaluation of all activities split by channel.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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	<p>Planning and delivery of a roadshow of pop-up events to take place at each of the 50 target universities agreed at the start of each recruitment cycle.</p> <p>Planning and delivery of 30 virtual events including promotion of the events.</p> <p>Planning and delivery of 3 alumni events including promotion of the events.</p> <p>Logistical support for Graduate Recruitment Fairs which the client books to attend.</p> <p>DfE require very strong strategic and planning support along with the appropriate number and level of staff to ensure successful delivery of this project. BAM 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/fortnightly status meetings/ and /or run up to key on-campus moments</p> <p>Weekly/fortnightly status calls and reports, including prior circulation of agenda and action logs</p> <p>Regular opportunities for review and feedback with minimum of 3 rounds of feedback per deliverable should it be required</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 in accordance with the OASIS framework.</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 on-campus team throughout each year of the contract.</p> <p>Project plan to be agreed on appointment.</p>

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Contract Charges:	<p>The Client shall pay the Agency an agreed sum split across four payment points during each year of the contract for the delivery of these Services. The four sums will be agreed between agency and client at the start of the project each year, based on an agreed billing schedule and will never exceed the overall value of the tender £4,059,392.</p> <p>For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs.</p> <p>Most of our activities will be VAT recoverable, therefore quotes, billing schedules and invoices should be compiled and presented excluding VAT.</p>
Client Assets:	Any assets from the Get Into Teaching advertising campaign can be shared upon request.
International locations:	N/A – this is UK only
Client Affiliates:	N/A
Special Terms:	N/A
Key Individuals:	<p>Set out details of the key personnel from the Agency for this Project if relevant.</p> <p>[REDACTED]</p>
Authorised Agency Approver:	<p>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Agency for this project.</p> <p>[REDACTED]</p>
Authorised Client Approver:	<p>[REDACTED]</p>

Signed by: [REDACTED]
by (print name): [REDACTED]
As Agency Authorised Approver for and on behalf of
[Agency]

Date: 10th August 2022











Signed by: [REDACTED]
by (print name): [REDACTED]
As Client Authorised Approver for and on behalf of

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[Client]

Date: 10th August 2022

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.	Joint Schedule 12 (Supply Chain Visibilit		

ORDER SCHEDULES

					
Order Schedule 2 - Staff Transfer_v1.0.do	Order Schedule 3 (Continuous Improver	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 a
					
Order Schedule 9 (Security)_v1.0.docx	Order Schedule 10 (Exit Management)_v	Order Schedule 13 (Implementation Plan	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				