**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:

|  |  |
| --- | --- |
| **Order Number:** | Con\_26764 |
| **From:** | **Department for Education (DfE)** “Client”  Department for Education  Piccadilly Gate  Store Streets  Manchester  M1 2WD  United Kingdom |
| **To:** | Identity Events Management Ltd “Agency”  4th Floor, 3 Valentine Place, London, SE18QH  Registered address: 30-34 North Street, Hailsham, East Sussex BN27 1DW |

|  |  |
| --- | --- |
| **Order Start Date:** | 22nd April 2025 |
| **Order Expiry Date:** | Order Expiry Date: 23rd April 2028 |
| **Order Initial Period:** | 3 years |
| **Order Optional Extension Period:** | The contract will be let on a 3-year basis with annual break clauses. The contract will start in April 2025. The contract will be no commitment to spend and will be subject to funding and supplier performance.  The maximum expiry date is 23rd April 2028. |

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| **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. |

|  |  |
| --- | --- |
| **Key Staff:** | **For the Client:**  REDACTED>  REDACTED>  REDACTED>  **For the Agency:**  REDACTED>  REDACTED>  REDACTED> |
| **Guarantor(s)** | N/A |

|  |  |
| --- | --- |
| **Order Contract Charges (including any applicable discount(s), but excluding VAT):** | The contract has a maximum ceiling value of £2,700,000 ex. VAT.  Across the maximum 3-year period.  The winning tender cost was based on £720,000 per year with up to £180,000 contingency which equates to £900,000 a year, or £2,700,000 total across the maximum 3-year contract period. Any additional in-scope works required above the tender cost will be notified to the Agency in writing. |
| **Liability** | **See Clause 11 of the Core Terms**  **Estimated Year 1 Charges:** £900,000 |
| **Additional Insurance Requirements** | N/A |
| **Client billing address for invoicing:** | All invoices must be sent, quoting a valid purchase order number.  (PO Number), electronically via email to:  REDACTED>  and copy REDACTED>  Department for Education, Sanctuary Buildings, Great Smith  Street, London SW1P 3BT  You must be in receipt of a valid PO Number before submitting an invoice.  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  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.  Non-compliant invoices will be sent back to you, which  may lead to a delay in payment.  If you have a query regarding an outstanding payment,  please contact our Accounts Payable section by email to [AccountsPayable.OCR@education.gov.uk](mailto:AccountsPayable.OCR@education.gov.uk) |

|  |  |
| --- | --- |
| **Special Terms** | N/A |

PROGRESS REPORT FREQUENCY

Weekly check-ins – day and time to be discussed.

**Monthly** - Day to be discussed.

PROGRESS MEETING FREQUENCY

**Core Performance Metric – Quarterly**

**Social Value – Bi-annual**

(See Order Schedule 1, full details**)**

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

(see: **Joint Schedule 4)**

SOCIAL VALUE COMMITMENT

The Supplier 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

This contract will use the Service Credit Regime, full details can be found within the Document 5 – KPI’s and within the Contractual Schedule. They will only be applied to an annual underperformance. An annual performance review will be undertaken every April, the first being April 2026. Underperformance of the below KPI’s contained within the contract will result in DfE with-holding 1-17% of the fees per annum.

\* DfE will be in touch in at least March 2026, to update supplier if the cap has been enacted to avoid inaccurate invoicing.

Specific attention needs to be given to the Service Credits which will be applied to the KPI of – Generating over 8,000 quality leads per year, split between our audiences.

Refer to the table below for the Total Quality Leads and resultant Total Service Credit Regime to be applied:

1. Quality Leads:

|  |  |
| --- | --- |
| **Total Quality Leads** | **Total Combined Service Credit Regime per Range** |
| 8000 | **0.0%** |
| 7000 | **1.0%** |
| 6000 | **2.0%** |
| 5000 | **3.0%** |
| 4000 | **4.0%** |
| 3000 | **5.0%** |
| 2000 | **6.0%** |
| 1000 | **7.0%** |
|  |  |
|  |  |

1. Priority Areas:

Delivery of events to reach target audiences in at least 20 priority areas most in need of support.

|  |  |
| --- | --- |
| **Priority areas** | **Total Combined Service Credit Regime per Range** |
| 20 | **0.00%** |
| 18 | **2.00%** |
| 16 | **4.00%** |
| 14 | **6.00%** |
| 12 | **8.00%** |
| <10 | **10.00%** |

Any service credits would be applied annually and discussed during performance meetings. Any agreed exceptions to underperformance will be discussed and fees adjusted accordingly.

Quarterly Contractual management meetings will be implemented to monitor and manage performance on a regular basis.

BONUS SCHEME

Max £100k bonus – split 50:50 between leads and locations

|  |  |  |  |
| --- | --- | --- | --- |
| **Total** | **Bonus** | **Priority Areas** | **Bonus** |
| **Quality Leads** |
| 9,501-10,000 | £50,000 | 26-30 | £50,000 |
| 9,000-9,500 | £25,000 | 20-25 | £25,000 |

Any bonuses would be applied annually and discussed during performance meetings.

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\_26764* Early Years Childcare Workforce Recruitment Events Marketing ITT 2024**
  + *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)*

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> | Signature: | REDACTED> |
| Name: | REDACTED> | Name: | REDACTED> |
| Role: | REDACTED> | Role: | REDACTED> |
| Date: | REDACTED> | Date: | REDACTED> |

**Annex A**

**Agency Proposal**

REDACTED>

REDACTED>

REDACTED>

REDACTED>

**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 *[22-04-25]***

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.

## 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:** | An end-to-end events marketing agency to provide the planning and delivery of a series of events across target regions in England, using a hybrid approach of face-to-face and digital activities.  This will support the existing “Do Something Big campaign” |
| **Project start Date**  **Notice period for cancellation**  **[Project Notice Period]:** | The contract will be let on a 3-year basis with annual break clauses. The contract will start in April 2025. The contract will be no commitment to spend and will be subject to funding and supplier performance.  **The Start date:** 22nd April 2025  **The maximum expiry date**: 23rd April 2028.  **Optional Extension:** N/A  The notice period for cancellation is 3 months.  The client may cancel at any time outside the annual break clause with a 3 month notice period. |
| **Overarching Brand/Campaign** | The *Do Something Big* campaign first launched in February 2024 as the DfE’s first early years workforce recruitment campaign. The campaign aims to improve the awareness, positive perception and consideration of a career in the early years and childcare sector, as well as driving action to the campaign website and encouraging onward action. |
| **Goods or Services** | As per the specification these are the services that we would require Identity Events Management Ltd to deliver:  The Do Something Big campaign requires an end-to-end events marketing agency to provide the planning and delivery of a series of events across target regions in England, using a hybrid approach of face-to-face and digital activities.  Activities could include, but are not limited to:   * Planning and delivery of a roadshow of pop-up events in local authorities most in need of localised support. * Full management and coordination of attendance at existing events, for example career fairs, trade shows or other relevant events where our audiences frequent. * Planning and delivery of virtual events, such as webinars or Q&A sessions.   We are however keen for additional, innovative ideas and for the agency to recommend the most appropriate mix of events that will enable us to successfully reach and engage our target audiences.  In addition to the strategic planning and delivery of events, we expect the agency to deliver the following services:   * Event and logistics management for all events including storage, transportation and set-up of event stands, display, literature and merchandise. * Sourcing, contracting and management of venues, insurance and event staff. * Creative copywriting, design and production support for event activity where required. This could include the development of bespoke messaging, email templates, content, creative assets and any bespoke merchandise or other event collateral required. * Data collection of expressions of interest, including database management support. * Reporting and evaluation of event activities against objectives and KPIs. |
| **Project Plan:** | Ongoing support to be provided by supplier to the client throughout the year, but expectation is for events to span the full year Project plan to be agreed on appointment. |
| **Contract Charges:** | Will never exceed the overall value of the tender (£1,000,000 per annum over the 3-year maximum term of the contract.).  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.  Values over the 3-year full term:  **Contract Value:** A maximum Contract Value of £2,700,000 ex. VAT.  **Bonus Value:** A maximum Bonus Value of £300,000 ex. VAT  Supplier costs are to be inclusive of GCS charge (1%) and should split this out on all estimates.  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 Client Staff:** | REDACTED>  REDACTED>  REDACTED>  REDACTED> |
| **Key Supplier Staff:** | REDACTED>  REDACTED>  REDACTED>  REDACTED> |
| **Authorised Agency Approver:** | REDACTED> |
| **Authorised Client Approver:** | REDACTED> |

**Signatory – Statement of Works**

Signed by:……………………………..........

by (print name): REDACTED>

As Agency Authorised Approver for and on behalf of **Identity Events Management Ltd**

Date……….....................................................................

Signed by:………………………………………..........

by (print name): REDACTED>

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

Date………...................................................................

**Joint Schedule 1 - Definitions**



**Joint Schedule 2 – Variation Form**



**Joint Schedule 3 – Insurance Requirements**



**Joint Schedule 4 – Commercially Sensitive Information**

REDACTED>

REDACTED>

**Joint Schedule 5 – Corporate Social Responsibility**



**Joint Schedule 6 – Key Subcontractors N/A**



**Joint Schedule 7 – Financial Difficulties**



**Joint-Schedule-8-Guarantee N/A**

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**Joint Schedule 10 – Rectification Plan**



**Joint Schedule 11 – Processing Data**



**Joint Schedule 12 – Supply Chain Visibility N/A**



**Order Schedule 1 – Transparency Reports**



**Order Schedule 2 – Staff Transfer**



**Order Schedule 3 – Continuous Improvement**

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**Order Schedule 4 – Proposal**

REDACTED>

REDACTED>

**Order Schedule 5 – Pricing Details**

REDACTED>

REDACTED>

**Order Schedule 7 – Key Agency Staff**



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



**Order Schedule 9 – Security**

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**Order Schedule 10 – Exit Management**

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**Order-Schedule-13-Implementation-Plan-and-Testing\_v1.0**



**Order Schedule 14 –Service Levels**

REDACTED>

REDACTED>

**Order Schedule 15 – Order Contract Management**



**Order Schedule 16 – Benchmarking**



**Order Schedule 18 – Background Checks N/A**



**Order Schedule 20 – Brief**

REDACTED>

REDACTED>