

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.


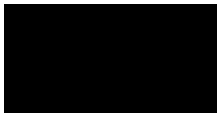

ORDER: RM6124 - Teaching Vacancies Service - PR & Stakeholder Engagement
2023

Order Number:	con_21159
From:	Department for Education (DfE) "Client" Department for Education Piccadilly Gate Store Street Manchester M1 2WD United Kingdom
To:	Four Agency Worldwide Limited "Agency" The Hickman Building, 2 Whitechapel Road, E1 1FX.

Order Start Date:	1 st July 2023
Order Expiry Date:	30 th June 2027
Order Initial Period:	4 years
Order Optional Extension Period:	The contract will be let on a 4-year basis with annual break clauses. The contract will start in July 2023. The contract will be no commitment to spend and will be subject to funding, PASS approval and supplier performance. The maximum expiry date of 30 th June 2027.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

Crown Copyright 2021

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:  For the Agency: 
Guarantor(s)	
Order Contract Charges (including any applicable discount(s), but excluding VAT):	The contract has a maximum ceiling value of £1.6m across the maximum 4-year period. The winning tender cost was based on £300k per year which equates to £1.2m across the maximum 4-year contract period. There is an additional allowance of £100k a year which equates to £400k for international recruitment. 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: £300,000
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: AccountsPayable.OCR@education.gov.uk Department for Education, Sanctuary Buildings, Great Smith Street, London SW1P 3BT

DPS Schedule 6 (Letter of Appointment and Order Schedules)

Crown Copyright 2021

	<p>Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice .</p> <p>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</p> <p>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.</p> <p>number) of your Buyer contact (i.e., Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to AccountsPayable.OCR@education.gov.uk</p>
Special Terms	N/A

PROGRESS REPORT FREQUENCY

Monthly

PROGRESS MEETING FREQUENCY

Monthly

KEY SUBCONTRACTOR(S)

n/a

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

This contract will use the Service Credit Regime. Underperformance on any 2 consecutive months on any of the KPIs contained within the contract will result in DfE with-holding 5-10% of the fees for the month.

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:

This Letter of Appointment including the Order Special Terms and Order Special Schedules.

1. *Joint Schedule 1 (Definitions and Interpretation) RM6124*
2. *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_21159 Teaching Vacancies Service - PR & Stakeholder Engagement 2023**
 - *Order Schedule 1 (Transparency Reports)*
 - *Order Schedule 2 (Staff Transfer)*
 - *Order Schedule 3 (Continuous Improvement)*
 - *Order Schedule 5 (Pricing Details)*

DPS Schedule 6 (Letter of Appointment and Order Schedules)

Crown Copyright 2021









- *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)*
3. CCS Core Terms
 4. *Joint Schedule 5 (Corporate Social Responsibility) RM6124*
 5. *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 s(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:		Date:	

ANNEX A

[REDACTED]

Agency Tender Proposal

[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 *[insert date of signature of Order Contract.]*

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.

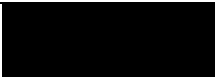

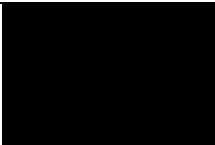
1.1 Where a Statement of Work would result in:


- 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 PR agency to plan and deliver activity for the Teaching Vacancies Service: Teaching Vacancies and International Teacher recruitment.
Project start Date Notice period for cancellation [Project Notice Period]:	The contract will be let on a 4-year basis with annual break clauses. The contract will start in July 2023. The contract will be no commitment to spend and will be subject to funding, PASS approval and supplier performance. The maximum expiry date of 30 th June 2027.
Overarching Brand/Campaign	Teacher Services: Teaching Vacancies and International Teacher recruitment
Goods or Services	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.
Project Plan:	The initial plan should be for one year starting July 2023 and will be agreed on appointment.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

Crown Copyright 2021

Contract Charges:	<p>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 (£400k per annum).</p> <p>For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs.</p> <p>PR activity is VAT recoverable, so quotes, billing schedules and invoices should be compiled & presented ex VAT.</p> <p>Agency costs are to be inclusive of GCS charge (1%) and should split this out on all estimates.</p>
Client Assets:	Assets from the campaign can be shared on request. Existing or new PR case study details will be shared with the agency; similarly, the PR supplier will share case study, stakeholder contacts and asset spreadsheet they hold on our behalf, as requested, in compliance with data protection laws.
International locations:	N/A
Client Affiliates:	N/A
Special Terms:	N/A
Key Individuals:	
Authorised Agency Approver:	
Authorised Client Approver:	

Signatory – Statement of WorksSigned by: : by (print name): : As Agency Authorised Approver for and on behalf of **Four Agency Worldwide Ltd**Date: : Signed by: : 

by (print name): : [REDACTED]

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

Date: : [REDACTED]

Joint Schedule 1 - Definitions



Joint-schedule-1-Definition.pdf

Joint Schedule 2 – Variation Form



Joint-Schedule-2-Variation-Form_v1.0.odt

Joint Schedule 3 – Insurance Requirements



Joint-Schedule-3-Insurance-Requirements

Joint Schedule 4 – Commercially Sensitive Information – N/A



Joint-Schedule-4-Commercially-Sensitive-

Four Confirmed this Schedule is Not Applicable

Joint Schedule 5 – Corporate Social Responsibility



Joint-Schedule-5-Corporate-Social-Respon

Joint Schedule 6 – Key Subcontractors – N/A



Joint-Schedule-6-Key-Subcontractors_v1.0.s

Four Confirmed this Schedule is Not Applicable

Joint Schedule 7 – Financial Difficulties



Joint-Schedule-7-Fin
ancial-Difficulties_v1.0.docx

Joint Schedule 10 – Rectification Plan



Joint-Schedule-10-Re
ctification-Plan_v1.0.docx

Joint Schedule 11 – Processing Data



Joint-Schedule-11-Pr
ocessing-Data_v1.0.docx

Joint Schedule 12 – Supply Chain Visibility – N/A



Joint-Schedule-12-Su
pply-Chain-Visibility_v1.0.docx

Four Confirmed this Schedule is Not Applicable

Order Schedule 1 – Transparency Reports

Order Schedule 1 (Transparency Reports)

-
- 1.1 The Agency recognises that the Client is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Agency shall comply with the provisions of this Schedule in order to assist the Client with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Agency's reporting requirements set out in the DPS Contract, within three (3) Months of the Start Date the Agency shall submit to the Client for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Client rejects any proposed Transparency Report submitted by the Agency, the Agency shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Client. If the Parties fail to agree on a draft Transparency Report the Client shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

DPS Schedule 6 (Letter of Appointment and Order Schedules)

Crown Copyright 2021

- 1.4 The Agency shall provide accurate and up-to-date versions of each Transparency Report to the Client at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance			
Order Contract Charges			

Order Schedule 2 – Staff Transfer

Order Schedule 2 (Staff Transfer)

Part 1. General Information

1. **Transferor's Name:** _____

2. **Transferee's Name:** _____

3. **Transferor's Address:** _____

4. **Transferee's Address:** _____

5. **Transferor's Phone:** _____

6. **Transferee's Phone:** _____

7. **Transferor's Email:** _____

8. **Transferee's Email:** _____

9. **Transferor's Title:** _____

10. **Transferee's Title:** _____

11. **Transferor's Department:** _____

12. **Transferee's Department:** _____

13. **Transferor's Supervisor:** _____

14. **Transferee's Supervisor:** _____

15. **Transferor's Start Date:** _____

16. **Transferee's Start Date:** _____

17. **Transferor's End Date:** _____

18. **Transferee's End Date:** _____

19. **Transferor's Reason for Transfer:** _____

20. **Transferee's Reason for Transfer:** _____

21. **Transferor's Signature:** _____

22. **Transferee's Signature:** _____

23. **Transferor's Title:** _____

24. **Transferee's Title:** _____

25. **Transferor's Department:** _____

26. **Transferee's Department:** _____

27. **Transferor's Supervisor:** _____

28. **Transferee's Supervisor:** _____

29. **Transferor's Start Date:** _____

30. **Transferee's Start Date:** _____

31. **Transferor's End Date:** _____

32. **Transferee's End Date:** _____

33. **Transferor's Reason for Transfer:** _____

34. **Transferee's Reason for Transfer:** _____

35. **Transferor's Signature:** _____

36. **Transferee's Signature:** _____

37. **Transferor's Title:** _____

38. **Transferee's Title:** _____

39. **Transferor's Department:** _____

40. **Transferee's Department:** _____

41. **Transferor's Supervisor:** _____

42. **Transferee's Supervisor:** _____

43. **Transferor's Start Date:** _____

44. **Transferee's Start Date:** _____

45. **Transferor's End Date:** _____

46. **Transferee's End Date:** _____

47. **Transferor's Reason for Transfer:** _____

48. **Transferee's Reason for Transfer:** _____

49. **Transferor's Signature:** _____

50. **Transferee's Signature:** _____

51. **Transferor's Title:** _____

52. **Transferee's Title:** _____

53. **Transferor's Department:** _____

54. **Transferee's Department:** _____

55. **Transferor's Supervisor:** _____

56. **Transferee's Supervisor:** _____

57. **Transferor's Start Date:** _____

58. **Transferee's Start Date:** _____

59. **Transferor's End Date:** _____

60. **Transferee's End Date:** _____

61. **Transferor's Reason for Transfer:** _____

62. **Transferee's Reason for Transfer:** _____

63. **Transferor's Signature:** _____

64. **Transferee's Signature:** _____

65. **Transferor's Title:** _____

66. **Transferee's Title:** _____

67. **Transferor's Department:** _____

68. **Transferee's Department:** _____

69. **Transferor's Supervisor:** _____

70. **Transferee's Supervisor:** _____

71. **Transferor's Start Date:** _____

72. **Transferee's Start Date:** _____

73. **Transferor's End Date:** _____

74. **Transferee's End Date:** _____

75. **Transferor's Reason for Transfer:** _____

76. **Transferee's Reason for Transfer:** _____

77. **Transferor's Signature:** _____

78. **Transferee's Signature:** _____

79. **Transferor's Title:** _____

80. **Transferee's Title:** _____

81. **Transferor's Department:** _____

82. **Transferee's Department:** _____

83. **Transferor's Supervisor:** _____

84. **Transferee's Supervisor:** _____

85. **Transferor's Start Date:** _____

86. **Transferee's Start Date:** _____

87. **Transferor's End Date:** _____

88. **Transferee's End Date:** _____

89. **Transferor's Reason for Transfer:** _____

90. **Transferee's Reason for Transfer:** _____

91. **Transferor's Signature:** _____

92. **Transferee's Signature:** _____

93. **Transferor's Title:** _____

94. **Transferee's Title:** _____

95. **Transferor's Department:** _____

96. **Transferee's Department:** _____

97. **Transferor's Supervisor:** _____

98. **Transferee's Supervisor:** _____

99. **Transferor's Start Date:** _____

100. **Transferee's Start Date:** _____

101. **Transferor's End Date:** _____

102. **Transferee's End Date:** _____

103. **Transferor's Reason for Transfer:** _____

104. **Transferee's Reason for Transfer:** _____

105. **Transferor's Signature:** _____

106. **Transferee's Signature:** _____

107. **Transferor's Title:** _____

108. **Transferee's Title:** _____

109. **Transferor's Department:** _____

110. **Transferee's Department:** _____

111. **Transferor's Supervisor:** _____

112. **Transferee's Supervisor:** _____

113. **Transferor's Start Date:** _____

114. **Transferee's Start Date:** _____

115. **Transferor's End Date:** _____

116. **Transferee's End Date:** _____

117. **Transferor's Reason for Transfer:** _____

118. **Transferee's Reason for Transfer:** _____

119. **Transferor's Signature:** _____

120. **Transferee's Signature:** _____

121. **Transferor's Title:** _____

122. **Transferee's Title:** _____

123. **Transferor's Department:** _____

124. **Transferee's Department:** _____

125. **Transferor's Supervisor:** _____

126. **Transferee's Supervisor:** _____

127. **Transferor's Start Date:** _____

128. **Transferee's Start Date:** _____

129. **Transferor's End Date:** _____

130. **Transferee's End Date:** _____

131. **Transferor's Reason for Transfer:** _____

132. **Transferee's Reason for Transfer:** _____

133. **Transferor's Signature:** _____

134. **Transferee's Signature:** _____

135. **Transferor's Title:** _____

136. **Transferee's Title:** _____

137. **Transferor's Department:** _____

138. **Transferee's Department:** _____

139. **Transferor's Supervisor:** _____

140. **Transferee's Supervisor:** _____

141. **Transferor's Start Date:** _____

142. **Transferee's Start Date:** _____

143. **Transferor's End Date:** _____

144. **Transferee's End Date:** _____

145. **Transferor's Reason for Transfer:** _____

146. **Transferee's Reason for Transfer:** _____

147. **Transferor's Signature:** _____

148. **Transferee's Signature:** _____

149. **Transferor's Title:** _____

150. **Transferee's Title:** _____

151. **Transferor's Department:** _____

152. **Transferee's Department:** _____

153. **Transferor's Supervisor:** _____

154. **Transferee's Supervisor:** _____

155. **Transferor's Start Date:** _____

156. **Transferee's Start Date:** _____

157. **Transferor's End Date:** _____

158. **Transferee's End Date:** _____

159. **Transferor's Reason for Transfer:** _____

160. **Transferee's Reason for Transfer:** _____

161. **Transferor's Signature:** _____

162. **Transferee's Signature:** _____

163. **Transferor's Title:** _____

164. **Transferee's Title:** _____

165. **Transferor's Department:** _____

166. **Transferee's Department:** _____

167. **Transferor's Supervisor:** _____

168. **Transferee's Supervisor:** _____

169. **Transferor's Start Date:** _____

170. **Transferee's Start Date:** _____

171. **Transferor's End Date:** _____

172. **Transferee's End Date:** _____

173. **Transferor's Reason for Transfer:** _____

174. **Transferee's Reason for Transfer:** _____

175. **Transferor's Signature:** _____

176. **Transferee's Signature:** _____

177. **Transferor's Title:** _____

178. **Transferee's Title:** _____

179. **Transferor's Department:** _____

180. **Transferee's Department:** _____

181. **Transferor's Supervisor:** _____

182. **Transferee's Supervisor:** _____

183. **Transferor's Start Date:** _____

184. **Transferee's Start Date:** _____

185. **Transferor's End Date:** _____

186. **Transferee's End Date:** _____

187. **Transferor's Reason for Transfer:** _____

188. **Transferee's Reason for Transfer:** _____

189. **Transferor's Signature:** _____

190. **Transferee's Signature:** _____

191. **Transferor's Title:** _____

192. **Transferee's Title:** _____

193. **Transferor's Department:** _____

194. **Transferee's Department:** _____

195. **Transferor's Supervisor:** _____

196. **Transferee's Supervisor:** _____

197. **Transferor's Start Date:** _____

198. **Transferee's Start Date:** _____

199.

Order Schedule 3 – Continuous Improvement



Order-Schedule-3-Continuous-Improvement

Order Schedule 4 – Proposal



Order Schedule 5 – Pricing Details



Order Schedule 7 – Key Agency Staff



Order-Schedule-7-Key-Agency-Staff_v1.0.o

Order Schedule 8 – Business Continuity and Disaster Recovery



Order-Schedule-8-Bu
siness-Continuity-and

Order Schedule 9 – Security



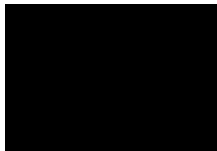
RM6124-Order-Schedule-9-Security_v2.0.c

Order Schedule 10 – Exit Management



Order-Schedule-10-Exit-Management_v1.0

Order Schedule 14 – Service Levels



Order Schedule 15 – Order Contract Management



Order-Schedule-15-Order-Contract-Management_v1.0

Order Schedule 16 – Benchmarking



Order-Schedule-16-Benchmarking_v1.0.odt

Order Schedule 18 – Background Checks



Order-Schedule-18-Background-Checks_v1

Four Confirmed this Schedule is Not Applicable

Order Schedule 20 – Brief



Order-Schedule-20-Brief_v1.0.odt