

## 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.


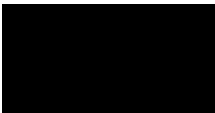

ORDER: Further Education Teacher Recruitment - Partnerships Agency 2023

<b>Order Number:</b>	con_20899
<b>From:</b>	<b>Department for Education (DfE) "Client"</b> Department for Education Piccadilly Gate Store Street Manchester M1 2WD United Kingdom
<b>To:</b>	<b>Four Agency Worldwide Limited "Agency"</b> The Hickman Building, 2 Whitechapel Road, E1 1FX.

<b>Order Start Date:</b>	03 <sup>rd</sup> April 2023
<b>Order Expiry Date:</b>	Initial Expiry Date: 31 <sup>st</sup> July 2023 (N/A) Order Expiry Date: 31 <sup>st</sup> March 2027
<b>Order Initial Period:</b>	4 years
<b>Order Optional Extension Period:</b>	The contract will be let on a 4-year full term with annual break clauses. The contract will start in April 2023. The contract will be no commitment to spend and will be subject to funding, PASS approval and supplier performance. The maximum expiry date is 31 <sup>st</sup> March 2027.

**DPS Schedule 6 (Letter of Appointment and Order Schedules)**

Crown Copyright 2021

<b>Goods or Services required:</b>	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.
<b>Key Staff:</b>	<b>For the Client:</b>  <b>For the Agency:</b> 
<b>Guarantor(s)</b>	
<b>Order Contract Charges (including any applicable discount(s), but excluding VAT):</b>	The contract has a maximum ceiling value of £800k across the maximum 4-year period. The winning tender cost was based on £140k per year with up to £60k contingency which equates to £200k a year, or £800k total across the maximum 4-year contract period. Any additional in-scope works required above the tender cost will be notified to the Agency in writing.
<b>Liability</b>	<b>See Clause 11 of the Core Terms</b> <b>Estimated Year 1 Charges: £140k</b>
<b>Additional Insurance Requirements</b>	N/A
<b>Client billing address for invoicing:</b>	<a href="mailto:AccountsPayable.OCR@education.gov.uk">AccountsPayable.OCR@education.gov.uk</a>
<b>Special Terms</b>	N/A

## PROGRESS REPORT FREQUENCY

On the last working day of each calendar month

## PROGRESS MEETING FREQUENCY

Full team progress meeting quarterly. Monthly check-in meetings between Susie Seldon and lead agency counterpart.

## 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 withholding up to 20% 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:

1. 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\_ 20899 - Partnership agency for the FE teacher recruitment campaign2023**
    - *Order Schedule 1 (Transparency Reports)*
    - *Order Schedule 2 (Staff Transfer)*

## **DPS Schedule 6 (Letter of Appointment and Order Schedules)**

Crown Copyright 2021

- *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)*
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 (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.

**DPS Schedule 6 (Letter of Appointment and Order Schedules)**  
Crown Copyright 2021

<b>For and on behalf of the Agency:</b>		<b>For and on behalf of the Client:</b>	
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 [01-06-2023]**

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.

<b>Project:</b>	A dedicated Partnership agency to plan and deliver activity for the FE Teacher recruitment campaign.
<b>Project start Date Notice period for cancellation [Project Notice Period]:</b>	The contract will be let on a 4-year full term with annual break clauses. The contract will start in April 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 31 <sup>st</sup> March 2027. The notice period for cancellation is 3 months. The client may cancel at any time outside the break clause with a 3 month notice period.
<b>Overarching Brand/Campaign</b>	The FE teaching campaign is a sub-brand of the overarching teaching brand
<b>Goods or Services</b>	The key requirements of the Agency are to develop a pro-active partnership strategy that aligns with the overall creative approach and supports overall campaign objectives to raise awareness, increase understanding, and create positive perceptions of a career in FE teaching to drive consideration and action.  All services & 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 Partnership strategy and activations and will amend their approach to ensure the strategy and plans fully meets the requirements and are suitable for the approach and target audience.

The client is permitted up to 3 rounds of feedback per deliverable at no additional charge.

### **Summary of deliverables:**

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

- Design and deliver a commercial, regional, industry and national partnership strategy focused on our target audience to meet campaign objectives of building awareness and consideration to teach in further education, whilst also doing the business development required to form successful partnership relationships. This should include partner mapping to identify the optimum partners that we could work with.
- Be the lead with engaging new partnerships. To act as an extension of the campaign team to foster a positive image as we build our reputation amongst different partners.
- Maintain & manage partner relationships, so as they feel valued and that they get mutual benefits from working with the campaign.
- To think of new, innovative ways of working with partners at no cost, that will ensure maximum reach and quality engagement.
- To offer suggestions to the campaign team to see how we can evolve and maximise 'in-kind' partnerships.
- To provide a clear evaluation and ROI framework to measure success and inform future learnings.
- Development of assets to support the effective delivery of the plan such as toolkits, social posts where appropriate and written content such as blogs/newsletters.
- Ensure our partners share the same goals as us and have a genuine reach to our target audience.
- Set clear terms of engagement that are agreed with partners, agency and the DfE campaign team. I.e:



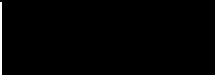

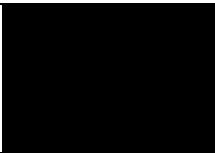
- The partnership marketing agency will be responsible for the overall partnership strategy and communication with partners.
- The DfE campaign team is eager to be involved in discussions with the partners where appropriate/helpful to do so, however in these cases it is the responsibility of the agency to ensure all parties are communicating effectively and efficiently.
- The agency will coordinate any creative development. The DfE campaign team can share any existing assets, but where possible wouldn't produce new content that incurs a cost.
- All final outputs are to be signed off by the campaign team before going live with 3 rounds of feedback and timely approval windows.
- Proposed approach to align activity with wider campaign activity to ensure complimentary plans.

DfE require very strong strategic and planning support along with the appropriate number and level of staff to ensure successful delivery of this project. Four would be expected to provide adequate resource for:

- Project plan to be agreed on appointment.
- Timing plan to be developed and kept updated. To be shared with the client during weekly status meetings/ and /or run up to key Partnership moments.
- Weekly status calls and reports, including prior circulation of agenda and action logs to be circulated within 48 hours of the meeting.
- Regular opportunities for review and feedback with minimum of 3 rounds of feedback per deliverable should it be required.
- Feedback log with clear presentation of how individual comments have been/or plan to be addressed within 5 working days of receiving feedback
- Finance/budget management support including billing schedules and monthly check-ins to review budget tracker / proposed invoicing
- Providing information, resources and materials in preparation for key internal meetings / clearances, as needed.
- Leading evaluation projects – for individual tactics, as well as for end-of-year evaluation; and channel evaluations required for Cabinet Office/PASS submissions.

**DPS Schedule 6 (Letter of Appointment and Order Schedules)**

Crown Copyright 2021

	<ul style="list-style-type: none"><li>• Quarterly formal performance reviews to check progress against KPIs and any learnings to be applied moving forwards.</li><li>• Monthly discussions between agency lead and client lead to discuss ongoing performance and any areas for improvement.</li><li>• Attendance at inter-agency meetings.</li></ul> <p>The Client's use of the Services will be subject to any third-party usage rights which are notified to the Client in accordance with this Order Contract.</p>
<b>Project Plan:</b>	Ongoing Partnership support throughout the year Project plan to be agreed on appointment.
<b>Contract Charges:</b>	<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 (£200,000per annum).</p> <p>For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs. Partnership activity is VAT recoverable, so quotes, billing schedules and invoices should be compiled &amp; presented ex VAT.</p> <p>Agency costs are to be inclusive of GCS charge (1%) and should split this out on all estimates.</p>
<b>Client Assets:</b>	Assets from the advertising campaign can be shared on request. Existing or new Partnership case study details can be shared with the agency; similarly, the Partnership supplier will share the case study spreadsheet they hold on our behalf, as requested, in compliance with data protection laws.
<b>International locations:</b>	N/A
<b>Client Affiliates:</b>	N/A
<b>Special Terms:</b>	N/A
<b>Key Individuals:</b>	
<b>Authorised Agency Approver:</b>	
<b>Authorised Client Approver:</b>	

## **Signatory – Statement of Works**

Signed by: [REDACTED]

by (print name) : [REDACTED]

As Agency Authorised Approver for and on behalf of **Four Agency Worldwide Limited**.

Date: [REDACTED]

Signed by: [REDACTED]

by (print name) : [REDACTED]

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

Date: [REDACTED]

## **Joint Schedule 1 - Definitions**

## **DPS Schedule 6 (Letter of Appointment and Order Schedules)**

Crown Copyright 2021



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**

**Four Confirmed this Schedule is Not Applicable**

### **Joint Schedule 5 – Corporate Social Responsibility**



Joint-Schedule-5-Corporate-Social-Responsibility

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



Joint-Schedule-6-Key-Subcontractors\_v1.0.

**Four Confirmed this Schedule is Not Applicable**

### **Joint Schedule 7 – Financial Difficulties**



Joint-Schedule-7-Financial-Difficulties\_v1.0.

### **Joint Schedule 10 – Rectification Plan**



Joint-Schedule-10-Rectification-Plan\_v1.0.c

### **Joint Schedule 11 – Processing Data**

**DPS Schedule 6 (Letter of Appointment and Order Schedules)**  
Crown Copyright 2021



Joint-Schedule-11-Processing-Data\_v1.0.docx

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



Joint-Schedule-12-Supply-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.
- 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\_v1.0..odt

### Order Schedule 3 – Continuous Improvement



Order-Schedule-3-Continuous-Improvement.odt

### Order Schedule 4 – Proposal



### Order Schedule 5 – Pricing Details



## Order Schedule 5 (Pricing Details)

**[Guidance Note:** This Schedule should be used to show further detailed pricing information, in addition to the pricing in the Order Form]

---

**Commercial Envelope Bid for each year of the contract (Years 1-4):**

**Partnership – as per tender, plus CCS**

**Order Schedule 7 – Key Agency Staff**



Order-Schedule-7-Key-Agency-Staff\_v1.0.c

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



Order-Schedule-8-Business-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-14-Service-Levels\_v1.0.odt

**To be agreed & signed off separately.**



## **Order Schedule 15 – Order Contract Management**



Order-Schedule-15-  
Order-Contract-Mana

## **Order Schedule 16 – Benchmarking**



Order-Schedule-16-B  
enchmarking\_v1.0.odt

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



Order-Schedule-18-B  
ackground-Checks\_v1

**Four Confirmed this Schedule is Not Applicable**

## **Order Schedule 20 – Brief**



Order-Schedule-20-B  
rief\_v1.0.odt