

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 Communications Marketplace (RM6124) between CCS and the Agency, dated 06th July 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:

Order Number:	Con_20962
From:	Secretary of State for Justice Address: Ministry of Justice, 102 Petty France, London SW1P 9AJ
To:	Engine Partners UK LLP 60, Great Portland Street London W1W 7RT

Order Start Date:	06 th July 2022
Order Expiry Date:	05 th July 2025
Order Initial Period:	3 years
Order Optional Extension Period:	Up to 12 months

Goods or Services required:	Goods or Services required are set out in DPS Schedule 1 of the DPS Agreement, the Specification of Requirements on Order Schedule 20 and the relevant Brief. Goods & Services shall be delivered in line with the Supplier's Proposal as detailed at Order Schedule 4.
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	<p>Subsequent calls for Goods or Services shall be priced and agreed using the Statement of Works form as per Annex A of this Letter of Appointment.</p>
Key Staff:	<p>For the Client: [REDACTED]</p> <p>For the Agency: [REDACTED]</p>
Guarantor(s)	Not Applicable
Order Contract Charges (including any applicable discount(s), but excluding VAT):	<p>The following rates will be applicable for the term of the contract including any extensions. Resources for all work packages will be defined within the Statement of Works agreed between the Client and the Agency in advance of the work commencing. The Client shall not be liable for charges relating to work undertaken by the Agency outside of the scope of a pre-agreed Statement of Work.</p> <p>[REDACTED]</p>
Liability	<p>See Clause 11 of the Core Terms</p> <p>Estimated Year 1 Charges: [REDACTED]</p>
Additional Insurance Requirements	None
Client billing address for invoicing:	<p>The Agency and the Client shall agree how many monthly draft invoices are required depending upon the different matters covered by this Communications Contract and the draft invoice should be sent by email either to:</p> <p>Name & email address: [REDACTED] And/or [REDACTED]</p>

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	<p>Once the relevant client representative has approved the draft invoice the finalised invoice should be submitted to Shared Services in both hard and electronic copy at the addresses below:</p> <p>SSCL MINISTRY OF JUSTICE PO BOX 743 NEW PORT GWENT NP10 8FZ</p> <p>APINVOICES-MOJ-U@GOV.SSCL.COM</p>
Special Terms	See Annex B of this Letter of Appointment

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Weekly touch-base meetings until agreed otherwise

KEY SUBCONTRACTOR(S)

To be provided to the Authority when used on different projects, during the life of this contract.

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

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

Not Applicable

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 10 (Rectification Plan)*
 - *Joint Schedule 11 (Processing Data)*
 - *Joint Schedule 12 (Supply Chain Visibility)*
 - *Order Schedules for **con_20962***
 - *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 9 (Security)*
 - *Order Schedule 15 (Order Contract Management)*

o *Order Schedule 20 (Order Specification)*

4. CCS Core Terms, as amended by Annex B
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:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]

Annex A

Statement of Work – Template

This statement of Work is issued under and in accordance with the Order Contract (con_20962) entered into between the parties dated 6th July 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:	The initial project under this contract is to develop a campaign for prison recruitment. Further projects may ensue, either connected to the prison service or other areas of MoJ business.
Project start Date Notice period for cancellation [Project Notice Period]:	The prison campaign briefing is 12 July 2022. Ministerial changes and the impact of this on decision-making means that the prisons recruitment brand project might be stopped or changed in scope at any time.
Overarching Brand/Campaign	Current Cabinet Office requirements are that plan for jobs branding is carries. HM Govt branding is TBC.
Goods or Services	The services required under this contract include: Creative for campaigns (service) Development and testing of creative propositions (deliverables) Creative assets for use on social media Delivery of creative assets for “Above the Line” media Seamless working with the client’s media buyer to deliver assets in the correct format to required deadlines Evaluation in accordance with the OASIS framework Any use of HMPPS staff in the project for publicity is covered by signed staff permissions for the relevant usage.

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	<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>A possible project plan for the initial project, as of 18 July, is to meet a 16 January 2023 airdate. This will include: Agreement of creative brief Development of concepts for MoJ/HMPPS approvals and market testing Pre-production, production Approvals of assets, edits and all materials in time for media booking deadlines and supply deadlines. The above is TBC MoJ might brief the agency on subsequent projects, details to be agreed.</p>
Contract Charges:	<p>MoJ anticipates two areas of contract charging: Agency fees based on time spent on the account. Third party costs, such as photographers, videographers, design studios and production companies For the first category MoJ requires a projected monthly cost estimate per function, set out in a spreadsheet. This should then be checked and reconciled against actual costs, submitted to MoJ with an explanation for any variance. For the second MoJ asks for 'open book' accounting so it can view the third-party estimates and final costs.</p>
Client Assets:	<p>MoJ will retain all intellectual property rights of the materials and imagery associated with the project and any subsequent projects. These can be used by other suppliers as MoJ stipulates.</p>
International locations:	<p>Not applicable for the initial project but may be applicable for future projects. Client will share in advance of the project initiation.</p>
Client Affiliates:	<p>Client affiliates include: [REDACTED]</p>
Special Terms:	<p>The contractor will be responsible for obtaining all usage rights from people featured in its materials, whether MoJ staff or third parties.</p>
Key Individuals:	<p>Not applicable.</p>
Authorised Agency Approver:	<p>[REDACTED]</p>

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Authorised Client
Approver:

[REDACTED]

Signed by:.....[REDACTED].....

by (print name):

As Agency Authorised Approver for and on behalf of
ENGINE PARTNERS UK LLP

Date.....[REDACTED].....

Signed by:.....[REDACTED].....

by

As Client Authorised Approver for and on behalf of

Date...[REDACTED].....

SCHEDULES

JOINT SCHEDULES

[REDACTED]

CALL OFF SCHEDULES

[REDACTED]

ANNEX B

SPECIAL TERMS

The following terms shall be amended from the Marketing Core Terms RM6124 (the “Core Terms”):

1. Clause 2.7 shall be deleted in its entirety and replaced with the following:

When information is provided by a Relevant Authority the Relevant Authority warrants the accuracy of such information to the Agency.

1. Clause 3.2.6 shall be amended as follows:

Late Delivery of the Services by the Agency will not be a Default of an Order Contract.

2. Clause 10.6.1 (a) shall be deleted in its entirety and replaced with the following:

(a) The Client’s payment obligations under the terminated Contract stop immediately, however the Agency will be paid for completed work which was approved by the Relevant Authority in accordance with the Contract, in the event of termination by the Authority.

3. Clause 10.6.1 (f) shall be amended as follows:

(f) The Agency must, at no cost to CCS or the Client, co-operate fully in the handover of the Services.

4. Clause 10.8 shall be deleted and replaced as follows:

At the Client’s request, the Agency must terminate any Subcontracts which are performing work for the Relevant Authority on any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority or is on a proscribed list for UK government.

5. Clause 11.2 shall be deleted and replaced with the following:

Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than the greater of £1 million or 150% of the Estimated Yearly Charges unless specified in the Order Letter of Appointment.

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