

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 - Digital Advertising and Community Support 2023

Order Number:	con_22400
From:	Department for Education (DfE) "Client" Department for Education Piccadilly Gate Store Street Manchester M1 2WD United Kingdom
To:	Digital Unlimited Group Limited "Agency" First Floor Orion House, 5 Upper St Martin's Lane, Greater London, WC2H 9EA

Order Start Date:	1 st July 2023
Order Expiry Date:	30th 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 30th June 2027.

<p>Goods or Services required:</p>	<p>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.</p>
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<p>Key Staff:</p>	<p>For the Client: [REDACTED]</p> <p>For the Agency: [REDACTED]</p>
<p>Guarantor(s)</p>	<p>[REDACTED]</p>

<p>Order Contract Charges (including any applicable discount(s), but excluding VAT):</p>	<p>The contract has a maximum ceiling value of £1.72m across the maximum 4-year period. The winning tender cost was based on £430k per year which equates to £1.72m 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. The £430k per year will be based on the scope of work as agreed in the SOW. Any work in addition to the scope will be agreed between the parties in writing but is not subject to this cap.</p>
<p>Liability</p>	<p>See Clause 11 of the Core Terms Estimated Year 1 Charges: £430,000</p>
<p>Additional Insurance Requirements</p>	<p>N/A</p>

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Client billing address for invoicing:	AccountsPayable.OCR@education.gov.uk
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Special Terms	N/A
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PROGRESS REPORT FREQUENCY
Monthly

PROGRESS MEETING FREQUENCY
Monthly

KEY SUBCONTRACTOR(S)

COMMERCIALY 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_22400- Digital Advertising and Community Support 2023**
 - *Order Schedule 1 (Transparency Reports)*
 - *Order Schedule 2 (Staff Transfer)*
 - *Order Schedule 3 (Continuous Improvement)*
 - *Order Schedule 5 (Pricing Details)*

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- *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.

For and on behalf of the Agency:		For and on behalf of the Client:	
Signature:	██████████	Signature:	██████████
Name:	██████████	Name:	██████████
Role:	██████████	Role:	██████████
Date:	██████████	Date:	██████████

ANNEX A



Agency Tender 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 14/09/23.

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 Digital Advertising and Community Support 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 digital marketing campaign
Goods or Services	Goods or Services required are set out in the Agency Brief and are to be delivered in line as per this proposal : Subsequent calls for Goods or Services to be agreed with a new statement of work.
Project Plan:	The initial plan should be for one year starting July 2023 and will be agreed on appointment.
Contract Charges:	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

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	<p>to month, based on an agreed billing schedule following appointment, and will never exceed the overall value of the tender (£430k per annum).</p> <p>For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs. 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 or contacts will be shared with the agency as required; similarly, the agency will share assets, photography 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:	[REDACTED]
Authorised Agency Approver:	[REDACTED]
Authorised Client Approver:	[REDACTED]

Signatory – Statement of Works

Signed by: : [REDACTED]

by (print name): : [REDACTED]

As Agency Authorised Approver for and on behalf of **Digital Unlimited Group 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



Joint-schedule-1-Def
inition.pdf

Joint Schedule 2 – Variation Form



Joint-Schedule-2-Var
iation-Form_v1.0.odt

Joint Schedule 3 – Insurance Requirements



Joint-Schedule-3-Ins
urance-Requirements

Joint Schedule 4 – Commercially Sensitive Information – N/A



Joint-Schedule-4-Co
mmercially-Sensitive-

Unlimited Confirmed this Schedule is Not Applicable

Joint Schedule 5 – Corporate Social Responsibility



Joint-Schedule-5-Cor
porate-Social-Respon

Joint Schedule 6 – Key Subcontractors

[REDACTED]

Joint Schedule 7 – Financial Difficulties

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

Joint Schedule 10 – Rectification Plan



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

Joint Schedule 11 – Processing Data



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

Joint Schedule 12 – Supply Chain Visibility



Order Schedule 1 – Transparency Reports

Order Schedule 1 (Transparency Reports)

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- 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	Performance of the contract against agreed KPI's and any performance issues/rectification plans in place.	[REDACTED]	[REDACTED]
Order Contract Charges	Contract charges to include staffing day rates, third party and other item breakdowns to demonstrate overall charges for the period.	[REDACTED]	[REDACTED]

Order Schedule 2 – Staff Transfer



Order-Schedule-2-Staff-Transfer_v1.0..odt

Order Schedule 3 – Continuous Improvement



Order-Schedule-3-Continuous-Improvement

Order Schedule 4 – Proposal

[REDACTED]

Order Schedule 5 – Pricing Details

[REDACTED]

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



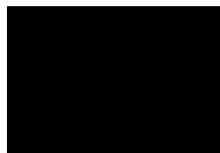
RM6124-Order-Schedule-9-Security_v2.0.c

Order Schedule 10 – Exit Management



Order-Schedule-10-Exit-Management_v1.0

Order Schedule 14 – Service Levels



Order Schedule 15 – Order Contract Management



Order-Schedule-15-Order-Contract-Management

Order Schedule 16 – Benchmarking



Order-Schedule-16-Benchmarking_v1.0.odt

Order Schedule 18 – Background Checks

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Order-Schedule-18-B
ackground-Checks_v1

Unlimited Confirmed this Schedule is Not Applicable

Order Schedule 20 – Brief



Order-Schedule-20-B
rief_v1.0.odt