

## Letter of Appointment Template and Call-Off Schedules (Framework Schedule 6)

### Letter of Appointment

The Agency is one of a number of agencies appointed by the Crown Commercial Service (CCS) to the Framework Agreement and is therefore able to enter into this Call-Off Contract.

This Letter of Appointment is issued in accordance with the provisions of the Framework Contract RM6125 Lot 3: Content Versioning and Distribution between CCS and the Agency, dated 25th November 2024.

Capitalised terms and expressions used in this letter have the same meanings as in the Call-Off Incorporated Terms unless the context otherwise requires.

Bespoke briefing templates for Lots 3 and 4 are available upon request from these agencies.

CALL-OFF LOT(S): Lot 3

<b>Order Number:</b>	<b>TCOM3070</b>
<b>From:</b>	Department for Transport [REDACTED]
<b>To:</b>	TAG EUROPE LIMITED [REDACTED]

<b>Call-Off Start Date:</b>	23/01/2025
<b>Call-Off Expiry Date:</b>	23/01/2026
<b>Call-Off Initial Period:</b>	12 months
<b>Call-Off Optional Extension Period:</b>	2 x 12 month extensions

<b>Deliverables required:</b>	<p>Deliverables required are set out in Framework Schedule 1 of the Framework Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter.</p> <p>Subsequent calls for Deliverables 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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<b>Key Staff:</b>	<b>For the Client:</b> Contract Manager: [REDACTED] <b>For the Agency:</b> [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
<b>Guarantor(s)</b>	Not Applicable

<b>Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):</b>	As per Schedule 5 Pricing. Total Call- off Contract Value is up to maximum of £1,500,000 exc. VAT, including extensions but not guaranteed
<b>Liability</b>	See Clause 11 of the Core Terms Estimated Year 1 Charges: £500,000
<b>Additional Insurance Requirements</b>	Not Applicable
<b>Client billing address for invoicing:</b>	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

<b>Special Terms</b>	<p>The option to implement a Digital Asset Management storage and distribution platform (should this be required by the Client). This must be implemented through a proposal and formal contract variation form including the appropriate Departmental governance and Departmental teams; and authorised by the Authority's Commercial Relationship Manager before implementation.</p> <p>Tag's Order Form and Software as a Service (SaaS) Terms will be issued to DfT prior to implementing the services. DfT reserve the right to consider and review the SaaS Terms with internal departments, of which approval can only be issued by the Authorities commercial relationship manager upon the signing of the variation form.</p>
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	<p>The completed and executed version of this will be attached to a Letter of Appointment at Annex 1 and shall substitute call-off schedule 6 'ICT Terms' in its entirety for the <b>Digital DAM services only</b>. This approach has been approved by CCS under the overall Framework Agreement, where CCS and Tag have agreed that the terms of the Call-off Contract shall take precedence in the event of any conflict with the terms of the Di SaaS.</p> <p>ICT schedule 6 will remain in effect for all other services provided by TAG Europe LTD</p> <p>For the avoidance of doubt, the Parties hereby agree that TAG shall retain ownership of its Digital Asset Management, and Call Off Schedule 10 shall be interpreted accordingly, in particular the "transferable contracts" definition and clauses 8.1, 8.2 and 8.5 of Call-off Schedule 10 should not be interpreted in a manner that implies the transfer of ownership of TAG's Digital Asset Management upon exit. For all other services, Schedule 10 shall apply in its entirety.</p>
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#### PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

#### PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

#### KEY SUBCONTRACTOR(S)

**Not Applicable**

#### COMMERCIALLY SENSITIVE INFORMATION

Agency's Commercially Sensitive Information

Please refer to Joint Schedule 4 'Commercially Sensitive Information'.

#### SOCIAL VALUE COMMITMENT

The Agency agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Proposal)

#### CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off 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 Call-Off Special Terms and Call-Off Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6125*
3. *The following Schedules in equal order of precedence:*





- *Joint Schedules for RM6125*
    - *Joint Schedule 2 (Variation Form)*
    - *Joint Schedule 3 (Insurance Requirements)*
    - *Joint Schedule 4 (Commercially Sensitive Information)*
    - *Joint Schedule 7 (Financial Difficulties)*
    - *Joint Schedule 8 (Guarantee)*
    - *Joint Schedule 10 (Rectification Plan)*
    - *Joint Schedule 11 (Processing Data)*
    - *Joint Schedule 12 (Supply Chain Visibility)*
  - *Call-Off Schedules for RM6125 Lot3*
    - *Call-Off Schedule 1 (Transparency Reports)*
    - *Call-Off Schedule 3 (Continuous Improvement)*
    - *Call-Off Schedule 5 (Pricing Details)*
    - *Call Off Schedule 6 (ICT Services)\* see special terms*
    - *Call-Off Schedule 7 (Key Supplier Staff)*
    - *Call-Off Schedule 8 (Business Continuity and Disaster Recovery)*
    - *Call-Off Schedule 9 (Security)*
    - *Call-Off Schedule 10 (Exit Management)\* see special terms*
    - *Call-Off Schedule 14 (Service Levels)*
    - *Call-Off Schedule 15 (Call-Off Contract Management)*
    - *Call-Off Schedule 20 (Call-Off Specification)*
4. CCS Core Terms
  5. Joint Schedule 5 (Corporate Social Responsibility) RM6125
  6. Call-Off Schedule 4 (Proposal) as long as any parts of the Call-Off 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 Call-Off 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 Deliverables.

#### FORMATION OF CALL-OFF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into a Call-Off Contract with the Client to provide the Deliverables in accordance with the terms of this letter and the Call-Off Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Incorporated Terms. The Parties hereby acknowledge and agree that this Call-Off 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:	Director	Role:	Commercial Relationship Manager
Date:	23/01/2025	Date:	24th January 2025