

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) between CCS and the Agency, dated XX June 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:	To be confirmed
From:	AHDB, Stoneleigh Park Kenilworth Warwickshire CV8 2LZ
To:	Third City Parchment House 13 Northburgh Street Islington London EC1V 0JP

Order Start Date:	19 th August 2022
Order Expiry Date:	19 th August 2023 for initial contract (if all options to extend are taken, potential contract end date is 19 th August 2026, see below optional extension period information)
Order Initial Period:	1 year
Order Optional Extension Period:	1+1+1

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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.
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Key Staff:	<p>For the Client (AHDB):</p> <p>██████████ – Head of Education and Nutrition ████████████████████</p> <p>██████████ – Marketing Director ████████████████████</p> <p>██████████████████ – Communications Director ████████████████████████████</p> <p>██████████ – Marketing Team Manager ████████████████████</p> <p>██████████████████ – Snr Marketing Manager ████████████████████████████</p> <p>For the Agency (Third City): ████████████████████████████</p>
Guarantor(s)	N/A

Order Contract Charges (including any applicable discount(s), but excluding VAT):	████████████████████
Liability	<p>See Clause 11 of the Core Terms</p> <p>Estimated Year 1 Charges:</p> <p>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 £5 million or 150%</p>

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	of the Estimated Yearly Charges unless specified in the Order Letter of Appointment.
Additional Insurance Requirements	Employer's (Compulsory) Liability Insurance = £10million Public Liability Insurance = £5million Professional Indemnity Insurance = £3million
Client billing address for invoicing:	AHDB, Stoneleigh Park, Kenilworth, Warwickshire, CV8 2LZ

Special Terms	Not Applicable
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PROGRESS REPORT FREQUENCY

Quarterly On the first Working Day of each calendar month (negotiable as to the working day)

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter (negotiable as to the working day)

KEY SUBCONTRACTOR(S) NOT APPLICABLE

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)

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 10 (Rectification Plan)*
 - *Joint Schedule 11 (Processing Data)*
 - *Order Schedules for RM6124*
 - *Order Schedule 1 (Transparency Reports)*
 - *Order Schedule 2 (Staff Transfer)*
 - *Order Schedule 3 (Continuous Improvement)*
 - *Order Schedule 7 (Key Supplier Staff)*
 - *Order Schedule 8 (Business Continuity and Disaster Recovery)*
 - *Order Schedule 14 (Service Levels)*
4. CCS Core Terms
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.

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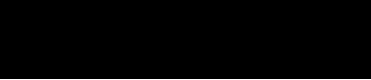
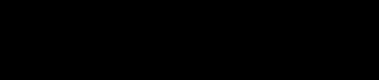
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No other Agency terms are part of the Order Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the relationship between the Parties is non-exclusive. 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 Proposal



Third City - brief
response



Third City -
Specification respor



Third City Pricing
Schedule



Detailed cost
breakdown



drumbeat

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 [REDACTED]

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 primary focus for this contract is consumer PR. This will predominately be reputational work to help drive a more balanced debate about the healthiness of red meat and dairy products in the diet, the environmental sustainability of UK livestock farming, and animal health and welfare. These factors need to be effectively and innovatively addressed for our consumer campaigns to remain relevant and achieve measurable attitudinal shift with our target consumer audience.

Project start Date

Start date: 19th August 2022 1 year for initial contract with options for 1+1+1.

Notice period for cancellation

Project Notice Period for cancellation of Project is to be 6 months

[Project Notice Period]:

Overarching Brand/Campaign

Not Applicable

Goods or Services

AHDB brief AHDB specification

	<p>State any specific activities agreed in the pitch that are to be delivered as part of this campaign.</p> <ul style="list-style-type: none"> • PR • Development and delivery of PR hooks/stunts in agreement with the client • Management of media, working with departmental press office <p>State that 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> <ul style="list-style-type: none"> • Strategic insight • Horizon scanning activity • Reputational management • Creative theme and concept • Target channels • Media relations • Content creation • Consumer PR specialisms • Evaluation and reporting • Specialist health, nutrition and environmental communications • Issues management and strategic counsel
Project Plan:	<p><i>Kick off meeting w/c [REDACTED] where projects/dates and delivery will be discussed</i></p> <p><i>Contract start date 19th August 2022</i></p>
Contract Charges:	<p>The Contract Charges shall be calculated using the hourly charge out rates shown in the agencies response to the Pricing Schedule provided within their tender proposal, and providing that the total Contract Charges shall not exceed those stated within the Pricing Schedule. For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs.</p>

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Client Assets:	Not Applicable
International locations:	Not Applicable
Client Affiliates:	Not Applicable
Special Terms:	Not Applicable
Key Individuals:	[Redacted]
Authorised Agency Approver:	[Redacted]
Authorised Client Approver:	[Redacted] – Marketing Director [Redacted] – Head of Education and Nutrition [Redacted] – Communications Director

Signed by: [Redacted]

by (print name): [Redacted]

As Agency Authorised Approver for and on behalf of

[Agency – Third City] [Redacted]

Date [Redacted]

Signed by: [Redacted]

by (print name): [Redacted]

As Client Authorised Approver for and on behalf of

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[Client - AHDB]

Date...

Order Schedules:

#14 Service Levels

(sent as separate document via DocuSign)