

## DPS Schedule 6 (Letter of Appointment 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: **project\_9871 Media Planning Agency 2025**

<b>Order Number:</b>	<b>con_28194</b>
<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>Wavemaker Limited “Agency”</b> One Southwark Bridge 1 Southwark Bridge Rd London SE1 9HL

<b>Order Start Date:</b>	<b>1st August 2025</b>
<b>Order Expiry Date:</b>	Order Expiry Date: <b>31st July 2028</b>
<b>Order Initial Period:</b>	3 years
<b>Order Optional Extension Period:</b>	The contract will be let on a 3-year basis with annual break clauses. The contract will start in August 2025. The contract will

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	be no commitment to spend and will be subject to funding and supplier performance. The maximum expiry date is 31st July 2028.
<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> [REDACTED] - Senior Project Manager [REDACTED] – Project Manager [REDACTED] – Communications Category Lead  <b>For the Agency:</b> [REDACTED] – Client Managing Director [REDACTED] – Managing Partner
<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 <b>£1,000,000</b> ex. VAT. across the maximum 3-year period. The winning tender cost was based on [REDACTED] per year with up to [REDACTED] contingency which equates to [REDACTED] a year, or [REDACTED] total across the maximum 3-year contract period. Any additional in-scope works required above the tender cost will be notified to the Supplier in writing.
<b>Liability</b>	<b>See Clause 11 of the Core Terms</b> <b>Estimated Year 1 Charges:</b> [REDACTED]
<b>Additional Insurance Requirements</b>	N/A
<b>Client billing address for invoicing:</b>	All invoices must be sent, quoting a valid purchase order number. (supplied separately to this contract)(PO Number), electronically via email to:

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	<p>██████████ and copy the Project Lead ██████████</p> <p>Department for Education, Sanctuary Buildings, Great Smith Street, London SW1P 3BT</p> <p>Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone)</p> <p>Please ensure you quote the PO number in full including the prefixes on the invoice, failure to do so may result in invoice being rejected &amp; subsequently delayed payment.</p> <p>Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to ██████████</p>
<b>Special Terms</b>	N/A

**PROGRESS REPORT FREQUENCY**

**Monthly** - On the last working day of each calendar month

**PROGRESS MEETING FREQUENCY**

**Core Performance Metric – Quarterly**

**Social Value – Bi-annual**

**Monthly Performance – Monthly**

**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Supplier's Commercially Sensitive Information is as set out in Joint Schedule 4 (Commercially Sensitive Information) (see schedule)

**SOCIAL VALUE COMMITMENT**

The Supplier 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 i.e. (Scores that fall under Inadequate in the KPI matrix) 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. The Contracting Authority will make the supplier aware the process before any deductions are made.

**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\_28194 - Media Planning Agency ITT 2025**

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- *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 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 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.

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<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:	4 August 2025	Date:	4 August 2025

## **ANNEX A**

### **Agency Proposal**



001-DfE\_Skills\_For\_Li  
fe\_-\_Question\_1\_Obj



002-DfE\_Skills\_For\_Li  
fe\_-\_Question\_2\_Stra



003-DfE\_Skills\_For\_Li  
fe\_-\_Question\_3\_Eval



004-DfE\_Skills\_For\_Li  
fe\_-\_Question\_4\_Soci

## 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 31/07/2025**

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>	The agency will provide media planning support to the Department for Education for a range of campaigns. Each campaign in need of media planning support will arrange this with the agency as and when required using the appropriate briefing process
<b>Project start Date</b> <b>Notice period for cancellation</b> <b>[Project Notice Period]:</b>	The contract will be let on a 3-year basis with annual break clauses. The contract will start in August 2025. The contract is let with no commitment to spend and will be subject to funding and supplier performance. <b>The Start date</b> 1st August 2025 <b>The maximum expiry date of</b> 31 <sup>st</sup> July 2028. <b>Optional Extension:</b> N/A 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>	As this is the overall DfE call-off contract, there is no specific overarching brand, but each campaign will complete a statement of works
<b>Goods or Services</b>	<ul style="list-style-type: none"><li>• Providing detailed media recommendations and channel plans based on audience insights and best practice</li></ul>



	<ul style="list-style-type: none"> <li>• Enabling the Department to sponsor and promote content beyond traditional bought media across a number of channels, such as TV, radio, press, events (e.g. arts, sports, awards) and digital platforms</li> <li>• Using data and analytics to justify investment decisions, including providing reach and frequency estimates</li> <li>• Building audience models using client and industry data</li> <li>• When working on large campaigns, being an active participant in the all-agency team who will meet regularly. Building a close working relationship with the creative agency (to be procured) and media buying agency, Manning Gottlieb OMD. Briefing OMD and attending status meetings with them, providing advice and guidance as required</li> <li>• Developing a “bigger picture” understanding of our work and audiences so that insight, lessons learnt and channel optimisations are carried over from campaign to campaign.</li> <li>• Reporting on this to the head of marketing and contract manager</li> <li>• Keeping the Department up to date on media trends and supporting us to navigate changes in the media landscape, such as privacy requirements</li> <li>• Working with the Department and, when necessary, other agencies, to evaluate activity, including attribution and ROI</li> <li>• Supporting the Department in the Professional Assurance (PASS) process for any projects where this is required</li> </ul>
<b>Project Plan:</b>	To be agreed with each campaign lead on appointment.
<b>Contract Charges:</b>	<p>The Client shall pay the Supplier an agreed sum for delivery of these Services. The supplier submits a quote and following agreement of the quote and supply of services payment is made. This will never exceed the overall value of the tender [REDACTED] per annum over the 3-year maximum term of the contract).</p> <p>For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs. Supplier activity is VAT recoverable, so quotes, billing schedules and invoices should be compiled &amp; presented ex VAT.</p> <p>Values over the 3-year full term: <b>Contract Value:</b> A maximum Contract Value of £1,000,000 ex. VAT.</p> <p>Supplier costs are to be inclusive of GCS charge (1%) and should split this out on all estimates.</p>

	Refer to: Order Schedule 5 – Pricing Details for more information
<b>Client Assets:</b>	
<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>	██████████ – Commercial Lead

## Signatory – Statement of Works

Signed by:.....██████████ .....

by (print name):...██████████ .....

As Agency Authorised Approver for and on behalf of **Wavemaker Limited**

Date.....4 August 2025.....

Signed by:.....██████████ .....

by (print name):.....██████████ .....

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

Date.....4 August 2025.....

## **Joint Schedule 1 - Definitions**



RM6124-Joint-schedule-1-Definition.odt

## **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**



Joint-Schedule-4-Commercially-Sensitive-

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



Joint-Schedule-5-Corporate-Social-Respon

## **Joint Schedule 6 – Key Subcontractors**



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

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



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

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



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

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



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

## **Joint Schedule 12 – Supply Chain Visibility**



Joint-Schedule-12-Supply-Chain-Visibility\_v1.0.docx

## **Order Schedule 1 – Transparency Reports**



Order-Schedule-1-Transparency-Reports\_v1.0.docx

## **Order Schedule 2 – Staff Transfer**



Order-Schedule-2-Staff-Transfer\_v1.0.docx

## **Order Schedule 3 – Continuous Improvement**



Order-Schedule-3-Continuous-Improvement\_v1.0.docx

## **Order Schedule 4 – Proposal**



Order-Schedule-4-Proposal\_v1.0.docx

## **Order Schedule 5 – Pricing Details**



Order-Schedule-5-Pricing-Details.docx



RM6124-Communications Marketplace DPS  
Project Version: v1.0

## **Order Schedule 7 – Key Agency Staff**

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

## **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.doc

## **Order Schedule 14 –Service Levels**



Order-Schedule-14-Service Levels.docx



Document 5 KPIs.xlsx

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



Order-Schedule-15-Order-Contract-Mana

## **Order Schedule 16 – Benchmarking**



Order-Schedule-16-Benchmarking\_v1.0.odt

## **Order Schedule 20 – Brief**



Order-Schedule-20-Brief\_v1.0.docx