

## 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 (-----) between CCS and the Agency, dated -----.

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

#### ORDER:

<b>Order Number:</b>	PR 2022 084
<b>From:</b>	Crown Prosecution Service
<b>To:</b>	Agent Marketing Ltd

<b>Order Start Date:</b>	5 <sup>th</sup> May 2023
<b>Order Expiry Date:</b>	6 <sup>th</sup> May 2026
<b>Order Initial Period:</b>	As above
<b>Order Optional Extension Period:</b>	2 x 1 year extension options

<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 unless otherwise agreed with the supplier.
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<b>Key Staff:</b>	<b>For the Client:</b> Business Owner: <span style="background-color: black; color: black;">[REDACTED]</span>
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**DPS Schedule 6 (Letter of Appointment and Order Schedules)**

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	<p>Commercial Category Manager: [REDACTED] [REDACTED]</p> <p><b>For the Agency:</b> Partnerships Director [REDACTED] [REDACTED]</p> <p>Operations Director [REDACTED] [REDACTED]</p> <p>Client Partner [REDACTED] [REDACTED]</p>
<b>Guarantor(s)</b>	Not applicable

<b>Order Contract Charges (including any applicable discount(s), but excluding VAT):</b>	There is currently no set amount of work required by the agency. The budget has been approved to the capped value of £528,000. This is uncommitted spend.
<b>Liability</b>	<b>See Clause 11 of the Core Terms</b> <b>Estimated Year 1 Charges: £132,000</b>
<b>Additional Insurance Requirements</b>	None
<b>Client billing address for invoicing:</b>	<p>Please send via e-mail to: [REDACTED]</p> <p>Or via post to: Crown Prosecution Service Suite A, First Floor, 2 Navigation Walk, Wakefield, WF1 5RH.</p>

<b>Special Terms</b>	<p>1. Vetting – all Agency Staff including Key Staff must obtain clearance via a DBS check within 2 months of the commencement of this contract. Should any Agency Staff not attain the clearance required the Client reserves the right to remove the Agency Staff from the performance of the contract.</p> <p>. The Agency shall replace any removed Agency Staff with cleared Staff as soon as possible to avoid any delays in the performance of the contract. The Client shall sponsor all Agency Staff to obtain the clearance and cover all costs other than Agency Staff time to complete the DBS process. The Agency is to provide a certificate of ISO 27001 and Cyber Essentials Plus within 3 months of contract start, if not provided the CPS Client has the right to terminate the contract.</p> <p>The Client (CPS) is the data controller. Agency must seek the authority's permission before publishing any content created for the authority. The Agency must also not post on the authority's behalf.</p> <p>2. For the purposes of Schedule 15 the Contract Managers shall be as below:</p> <p>For the Client:</p> <ul style="list-style-type: none"><li>• Commercial Category Manager [REDACTED]</li><li>o [REDACTED]</li></ul> <p>For the Agency:</p> <ul style="list-style-type: none"><li>• Operations Director [REDACTED]</li><li>o [REDACTED]</li></ul> <p>3. The condition as set out in the ITP shall apply to all information provided by the Client to the Agency under this contract and the clause below shall be read as such where the Authority is the Client and the Potential Provider is the Agent.</p> <p>4.8 Confidentiality and Publicity</p> <p>4.8.1 The contents of this Further Competition Invitation and that of any other documentation sent or provided to you in respect of this tender process are the property of the Authority and are confidential.</p> <p>4.8.2 No publicity regarding the project or this Further Competition will be permitted unless and until the Authority has given express consent, in writing, to the relevant communication. No statements may be made to any part of the media regarding the nature of this Further Competition, its contents or any proposals relating to it without the prior written consent of the Authority.</p>
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	<p>4.8.3 Information supplied by the Authority (whether in these tender documents or otherwise) is supplied for general guidance in the preparation of Tenders. No responsibility is accepted by the Authority for any inaccuracies, or for any loss or damage of whatever kind or however arising from the use by any Potential Provider of such information.</p> <p>4.8.4 All information provided to Potential Providers in this Further Competition Invitation, orally or in writing, is provided on a strictly confidential basis. Potential Providers must not disclose that they have been invited to tender or release details of the tender documents, other than on an "in confidence" basis to employees, agents, sub-contractors and advisors who have a legitimate need to know, and only to the extent strictly necessary in order to submit a tender and, if successful, to perform any contract arising from it.</p> <p>4.8.5 Unless otherwise indicated, all intellectual property rights in this Invitation to Participate and the documents supplied within are vested solely in the Authority (and where applicable, its advisors). Accordingly, the documents supplied with this Further Competition Invitation and throughout the procurement process, and all copies of them, are and shall remain the property of the Authority (and where applicable its advisors) and may only be used for the purposes of this procurement and in connection with the preparation of Tenders. Such documents must not be copied or reproduced in whole or in part and must be returned to the Authority with your Tender or upon demand.</p>
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**PROGRESS MEETING FREQUENCY**

Quarterly on the first Working Day of each quarter

**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)

**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 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 5 (Pricing Details)*
    - *Order Schedule 7 (Key Supplier Staff)*

*Key Supplier Staff:*

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
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[REDACTED]  
[REDACTED]  
[REDACTED]

- *Order Schedule 9 (Security)*

*Security Representative of the Buyer*

[REDACTED], Cyber Senior Manager

[REDACTED]

*Security Representative of the Supplier is:*

[REDACTED]  
[REDACTED]

- *Order Schedule 10 (Exit Management)*
- *Order Schedule 14 (Service Levels)*

In addition to this Schedule 14, the Supplier shall meet the Performance Monitoring and KPIs requirements.

The agency shall respond via email to the authority within two working days. The

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contingency around resourcing in the tender response document will be effective within the contract.

- *Order Schedule 15 (Order Contract Management)*

The supplier shall attend contract management meetings with the authorities commercial team at the frequency agreed with the agency, once the contract has commenced as per Order Schedule 15.

- *Order Schedule 20 (Order Specification)*





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.

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.

<b>For and on behalf of the Agency:</b>		<b>For and on behalf of the Client:</b>	
Signature:		Signature:	
Name:		Name:	
Role:	Partnerships Director	Role:	Head of Commercial
Date:	9th May 2023	Date:	09/05/2023

## **ANNEX A**

### **Agency Proposal (specification of requirements)**

Please note this Annex A should be consider as Order Schedule 4 as referred to above and all documents attach constitute the Agency Proposal.

**Qualitive response:**

**Q1 - Please demonstrate how you will ensure successful delivery of the Communication department's priority areas as outlined in section 3.2 of the Annex 1 Statement of Requirement. In your response you should refer to, but not be limited to examples of:**

- two clients of a similar size to the CPS
- previous experience/knowledge of producing video, animation and design and managing content creation
- how you have achieved and monitored best value

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**Q2 Please submit an example of a Short Social Media video under 45 seconds that was raising awareness for an organisation's objectives. Please also include the objective that the video is meeting. Please explain which Social Media platform it was created for and why.**

**Response:**

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**Q3 Please describe how you will ensure the ongoing availability of the right number and the type of resources required to deliver the services required. In your response you should convey the size of the available team that would be available to the CPS and their specialisms and outline how you will ensure continuity of service for example, in instances of unplanned absences or staff changes, to ensure service quality is not disrupted and deadlines and outputs can continued to be met.**

**Response:**

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**Q4** Please provide an outline implementation plan, (this will form the substantive basis for the detailed implementation plan to be agreed with the Authority as part of the delivery) in accordance with Call- Off Schedule 13 Implementation and Testing.

As a minimum the plan should cover:

- the columns and Deliverable Items as set out in the Schedule
- the phases of the implementation including any due diligence phase
- the activities for each Deliverable Item
- How would you start work with the CPS as a client
- Approach to managing this ongoing project with the CPS
- Approach to meeting creative content project deadlines
- Approach to resource in the implementation period and reference to numbers of staff and their specialisms.

The plan should be submitted as both MS project and PDF Formats as a separate document to this Quality Response Template. The length of the plan should not exceed 4 A4 pages.

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**Q5 - Please describe the commitment your organisation has to fighting climate change, how you ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria. How your organisation will deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions. Please include:**

- **your 'Method Statement', stating how you will achieve this and how your commitment meets the statement of requirements**
- **a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:**
  - **timed action plan**
  - **use of metrics**
  - **tools/processes used to gather data**
  - **reporting**
  - **feedback and improvement**
  - **transparency**

**Response:** Redacted Under FOIA Section 40, Personal Information

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**DPS Schedule 6 (Letter of Appointment and Order Schedules)**  
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Redacted Order: FOIA Section 46, Personal Information

**Requested Under:** FOIA Section 10, 1. Original Information:



Pricing Schedule

Redacted Under FOIA Section 40, Personal Information  
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## 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 *[insert date of signature of Order Contract.]***

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.

## 1 Schedule 2: Appendix 1 Statement of Requirement

1.1 The Authority requires a Supplier to produce a programme of digital content, such as but not limited to animations and graphics. The supplier will support the Authority in delivery against the CPS public confidence priority.

1.2 The headings in this Appendix are for ease of reference only and shall not affect the interpretation or construction of the Requirement or any Contract.

1.3 The aim of this procurement process is to establish a single Supplier who shares the values of the CPS and can work to deliver innovative, high-quality communications to achieve desired Authority outcomes.

## 2 Introduction to the Crown Prosecution Service

1.4 The Authority is responsible for prosecuting most cases heard in the criminal courts in England and Wales. It is led by the Director of Public Prosecutions (DPP) and acts independently on criminal cases investigated by the police and other agencies.

1.5 We have more than 6,000 highly trained staff whose duty is to make sure the right person is prosecuted for the right offence, and that trials are fair so that offenders are brought to justice whenever possible. We are proud to be recognised as a leading employer, committed to supporting a diverse and inclusive workforce that reflects the community we serve.

1.6 The Authority:

- (a) decides which cases should be prosecuted – every charging decision is based on the same two-stage test in the Code for Crown Prosecutors.
- (b) determines the appropriate charges in more serious or complex cases and advises the police during the early stages of investigations.

- (c) prepares cases and presents them at court; and
- (d) provides information, assistance and support to victims and prosecution witnesses.

## **How we are organised and operate**

1.7 The Authority operates across England and Wales, with 14 regional teams prosecuting cases locally. Each of these 14 Authority Areas is headed by a Chief Crown Prosecutor (CCP) and works closely with local police forces and other criminal justice partners.

1.8 Authority Areas deal with a wide range of cases. The majority are less serious cases and are heard in the magistrates' courts, while the most serious cases are heard in the Crown Court. Authority Direct, with prosecutors based across England and Wales, provides charging decisions to police forces and other investigators 24 hours a day, 365 days a year.

1.9 There are also two Central Casework Divisions which deal with some of the most complex cases we prosecute. They work closely with specialist investigators from a range of organisations, including the National Crime Agency, HM Revenue and Customs and the Independent Police Complaints Commission, as well as with police forces across England and Wales.

1.10 These two specialist divisions, each headed by a Head of Division (equivalent to a CCP), are:

1.10.1 Serious Economic Organised Crime and International Directorate; and

1.10.2 Special Crime and Counter Terrorism Division.

1.11 In addition, the Authority's Proceeds of Crime is a dedicated division responsible for all restraint, enforcement, and serious confiscation work. All operational divisions are supported by our headquarters directorates.

1.12 The Authority's International Division is leading on the delivery of the Conference for the Authority. The International Division leads for the Authority on international engagement in relation to criminal justice matters.

## **Our values**

### **❖ We will be independent and fair**

We will prosecute independently, without bias and will seek to deliver justice in every case

### **❖ We will be honest and open**

We will explain our decisions, set clear standards about the service the public can expect from us and be honest if we make a mistake.

### **❖ We will treat everyone with respect**

We will respect each other, our colleagues, and the public we serve, recognising that there are people behind every case.

### **❖ We will behave professionally and strive for excellence**

We will work as one team, always seeking new and better ways to deliver the best possible service for the public. We will be efficient and responsible with tax-payers' money.

## **Equality and inclusion**

1.13 The Authority's commitment to inclusion and equality is at the heart of how we work, underpinned by The Equality Act 2010. It is important to us both as an employer and in the way we approach our responsibilities as a prosecuting authority. The two are closely linked – supporting a diverse workforce allows us to provide a better service to the public.

1.14 We also value the insight we get from engaging directly with the communities we serve, who provide welcome scrutiny of our work. This inclusive approach means that:

- Effective community engagement builds greater trust with the public, higher victim and witness satisfaction, and better-informed prosecution policy and practice
- The Authority has an inclusive culture, reflected in a diverse workforce, locally and nationally, and at all levels of the organisation
- By opening the Authority and acting on input from diverse communities, we aim to inspire greater confidence in our work, from witnesses and victims, resulting in improved prosecution outcomes. The Authority was set up in 1986 to prosecute criminal cases investigated by police in England and Wales.

### **3 Overview of the Requirement**

1.15 Building and maintaining public confidence is a central aim of [CPS 2025 | The Crown Prosecution Service](#), and effective communications are fundamental to helping us achieve this ambition. The communications strategy's aim is to engage with a broad range of audiences, reaching out in accessible and user-friendly ways. The role of the successful provider will allow us to significantly increase the volume and quality of the CPS's digital content, reaching audiences more directly through social media. It will allow us to address misconceptions, explain our position within the Criminal Justice system and showcase our work effectively to enhance our reputation and aid the public understanding of our value.

1.16 Research has been undertaken to identify key priority areas for which digital content can most effectively help explain our position and clarify the CPS role. The priority areas are:

- **Who the CPS are and what we do:**

An overview of who we are and what we do, explaining our role to the public. Content in this area will provide a general overview but will focus specifically on our place within the CJS, how we make our decisions and who we are as an organisation.

- **Victims and Witnesses:**

Content produced under this priority will include supporting the launch of a digital walkthrough for victims, a key commitment from the 22/23 business plan. Content produced under this priority area could also include videos and graphics to support policy announcements and developments, explaining the changes, their impact and summarising what people can expect from us. Overall, the aim of this campaign is to improve the way we communicate with victims and build their confidence in the CPS.

- **Violence Against Women and Girls:**

A series of graphics, videos animations that cover a range of topics including how we prosecute rape and serious sexual offences (RASSO) and domestic abuse. Content will support our Violence Against Women and Girls campaign and is also intended to support the delivery of key policy developments, such as publication of the RASSO policy statement following conclusion of the consultation period.

- **Economic and Organised Crime:**

A suite of content that helps to explain how these cases are prosecuted in a creative and engaging way. Content produced could follow a real case to break down a prosecution and what is entailed, helping to explain our decision making the consideration points when prosecuting these cases. Content produced here will also support the embedding of [SEOCID](#) as a team as well as explaining how we work internationally.

- **Inclusion:**

A programme of digital content that will allow us to address misconceptions, explain our position and showcase our work on prosecuting hate crime effectively. Supporting our wider public confidence work, content produced under this priority area will link with our ongoing Inclusion campaign and promote our inclusive culture at the CPS.

- **Post – Covid recovery:**

A collection of digital content that focuses on building public confidence post-Covid, explaining how we're tackling the court backlog and other proactive steps being taken to address areas of concern. This also serves as an excellent opportunity to showcase the strategic partnership work being undertaken with partners to combat the issue effectively.

- 3.3 The programme of digital content creation will work in tandem with our digital strategy and wider social media plans including organic and paid targeting, enabling us to reach new and diverse audiences with engaging messaging about the CPS's mission. Heightening public understanding of our work and showcasing the great work undertaken will also present an opportunity to support colleagues in HR with our recruitment strategy. It is intended that content for each of these will be produced throughout the year and utilised at the most appropriate time to maximise reach and impact. The content produced by the preferred provider will be evaluated to ensure that the reach and impact is understood, with insight gleaned used to shape future activity.

## **4 Services**

### **Core Services**

- 1.17 This Lot is for a specialist digital content agency who is capable of delivering high quality, engaging and accessible content including video, animation and graphics.
- 1.18 The agency will work with the CPS communications team to develop and produce digital content which supports the CPS's strategic priorities.
- 1.19 Core services including account management, content creation and reporting must not be subcontracted.

## **DPS Schedule 6 (Letter of Appointment and Order Schedules)**

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- 1.20 The agency will provide comprehensive account management services to the Client. Account management requirements will be fully defined at Client Call-Off Contract stage, however the Brief will have an allocated lead and the agency will have a clear and simple escalation process for the Client.
- 1.21 The agency is required to provide access to suitably experienced and qualified talent at all times. This includes attracting, deploying, retaining and developing talent to meet Client needs over the duration of the Framework Contract.
- 1.22 The agency is also required to work collaboratively and effectively with multiple stakeholders, this includes the CPS digital communications team and priority campaign leads to achieve best value and drive best outcomes.
- 1.23 The provider will be required to create videos, including producing, filming and editing footage for use across our priority campaign areas. This may also include videos which highlight successful prosecutions. The provider may also be required to source stock footage, music and voiceovers depending on the video requirements.
- 1.24 The provider is also required to create animation to share key messaging with intended audiences. This could include but is not limited to animated video content, moving graphics such as GIFs or idents.
- 1.25 A core service that the provider will be required to create is other visual content to share our messages on social media, including graphics and infographics. This may involve illustration to create bespoke visuals in line with the CPS's brand guidelines.
- 1.26 The provider may also be required to create content templates, such as graphic templates that can be used by CPS teams as part of their communications materials.
- 1.27 The provider may also be asked to create other forms of digital content, such as podcasts, audio adverts and other visual adverts such as posters for out-of-home advertising.

## **5 Project Management**

- 1.28 Financial management to ensure content created is delivered within budget.
- 1.29 Resource management - planning and delivery of digital content creation projects.
- 1.30 Security management - the agency is required to work with the CPS to meet their specific security requirements. This includes but is not limited to a standard DBS check for all successful supplier staff, working on the CPS contract. The successful supplier will need to be signed up to the ISO 2001 certification and Data Protection Act 2018. The data will also need to be stored within the UK and ideally via the cloud.
- 1.31 All Intellectual property created during the course of the contract will be owned solely by the authority.

## **6 Technical Requirements**

- 1.32 Any platforms used must be compliant with latest GDPR legislation and highest level of prevailing digital security certification. Encryption of platform data must be specified.
- 1.33 All content created should be in line with the Government Communications Service [accessibility](#) requirements but not limited to.
- 1.34 Content to be shared on systems that can be accessed by CPS.

## **7 Exclusions and Constraints**

- 7.1 Website design, hosting, and management
- 7.2 Social media management and publishing of material
- 7.3 Targeted/paid social media advertising