

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 6th September 2021.



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:	con_16488
From:	Department for Education (Client)
To:	Kindred Agency Ltd (Agency)


Order Start Date:	28 th September 2022
Order Expiry Date:	27 th September 2024
Order Initial Period:	2 years
Order Optional Extension Period:	The contract includes an option to extend for 1 additional year following the initial period. If the extension is utilised, the whole contract term will therefore be 3 years.

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:	For the Client:  
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	For the Agency: 
Guarantor(s)	N/A

Order Contract Charges (including any applicable discount(s), but excluding VAT):	£314,858 per annum
Liability	See Clause 11 of the Core Terms Estimated Year 1 Charges: £314,858
Additional Insurance Requirements	N/A
Client billing address for invoicing:	TBC

Special Terms	
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PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

Ad Hoc as required

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

Ad Hoc as required

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

The entire contents of the tender bid including day rates.

To be held as commercially sensitive for up to 12 months post contract completion.

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

£0

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 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_16488***
 - *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)*

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- *Order Schedule 9 (Security)*
 - *Order Schedule 10 (Exit Management)*
 - *Order Schedule 13 (Implementation Plan and Testing)*
 - *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)*
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.

For and on behalf of the Agency:		For and on behalf of the Client:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	3 rd October 2022	Date:	3 rd October 2022

ANNEX A

Agency 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 28th September 2022.

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 agency will act as lead Strategic PR agency for the government skills campaigns (currently under Skills for Life) promoting education and training options to young people, adults and employers (including (but not limited to) T Levels, apprenticeships, higher technical qualifications, Skills Bootcamps, Multiply, Free courses for Jobs and basic skills). The campaign will also promote careers in priority sectors.	
Project start Date Notice period for cancellation [Project Notice Period]:	Initial period of 2 years (27 September 2022 – 26 September 2024) with the option to extend for 1 further year. The department will give a minimum of a 3 month Project Notice Period for cancellation of the contract. The campaign (with strands for young people, adults and employers) will have its own start and end dates within the contract period.	
Overarching Brand/Campaign	As lead strategic PR agency for the campaign, Kindred agency will lead the overall development of the PR strategy to support the three skills campaigns.	
	Campaign	Short Description inc. policies it will support
	Skills for life	Support young people, adults and employers to access the skills they need to get ahead in work and for employers to fill skills gaps

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Deliverables	<p>Deliverables will include (but are not limited) to:</p> <ul style="list-style-type: none"> • Delivering an overarching PR strategy to support delivery of three government skills campaigns (currently Skills for Life) for the duration of contract length. The strategy should recommend how content and deliverables support audience and sector priorities and the weighting of priority policies including ideas to support moments and milestones and delivery of supporting content and media outreach to support in-house skills teams. The PR strategy will be reviewed regularly to ensure it meets communications KPIs, alongside an annual contract review. • Delivery of drumbeat PR activity to support key moments and milestones: • 1. New year burst (Jan to March annually): Start of the calendar year, key time of year for thinking about career and career change, big events like National Apprenticeship Week. • 2. Summer burst (June/July to early September annually): Exam results period, T Level students graduate, nudge for September course starts and creation of new skills opportunities. • 3. Autumn burst (mid-September – Late November annually): Start of the academic year, key decision-making period for young people, post summer holidays for adults who may have caring responsibilities and nudge for January course starts, avoiding Christmas, major recruitment period for employers. • Creation and delivery of content and case studies to support in-house skills team in delivery of PR moments and low cost/no cost comms. • Evaluation in accordance with the HMG evaluation Framework and GCS MCOM 2.0 Evaluation framework. • At the end of the contract, the agency and client will agree the mechanism and timings for transfer of asset owned by the client, to the client. <p>The Client's use of the Deliverables will be subject to any third-party usage rights, licences that the agency needs to purchase, which are notified to the Client in accordance with this Call-Off Contract. The Client will provide complete, accurate and timely information and instructions to the Agency so the Agency can provide the Services and/or Deliverables in accordance with this Call-Off Contract.</p>								
Inclusion of Additional Schedules	<p>The following Schedules are incorporated into this Statement of Work</p> <table border="1" data-bbox="512 1727 1390 2004"> <thead> <tr> <th data-bbox="512 1727 975 1816">Schedule Name</th><th data-bbox="975 1727 1390 1816">Incorporated (Mark with 'X' if incorporated)</th></tr> </thead> <tbody> <tr> <td data-bbox="512 1816 975 1899">Creative Advertising Services (online and/or offline)</td><td data-bbox="975 1816 1390 1899"></td></tr> <tr> <td data-bbox="512 1899 975 1955">Social Media Services</td><td data-bbox="975 1899 1390 1955"></td></tr> <tr> <td data-bbox="512 1955 975 2004">Public Relations</td><td data-bbox="975 1955 1390 2004">x</td></tr> </tbody> </table>	Schedule Name	Incorporated (Mark with 'X' if incorporated)	Creative Advertising Services (online and/or offline)		Social Media Services		Public Relations	x
Schedule Name	Incorporated (Mark with 'X' if incorporated)								
Creative Advertising Services (online and/or offline)									
Social Media Services									
Public Relations	x								

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		Simple Software/website/app development	
		Below the line/experiential	
Project Plan:	We will work with Kindred to produce a PR and content implementation plan and the first 100 days delivery plan.		
Contract Charges:	<p>The contract in year 1 (FY22-23) will be funded from contributions from each campaign budget, to total £314,858 ex-VAT.</p> <p>The maximum agreed spending commitment for DfE against this contract is £314,858 in FY 22-23 and there is no further commitment to spend.</p> <p>Spend in future years of this contract will be subject to Departmental budget approval and professional assurance approval by the Cabinet Office. DfE spend against this contract will not exceed £314 858 for each year of the contract.</p>		
Client Assets:			
International locations:	N/A		
Client Affiliates:	N/A		
Special Terms:	N/A		
Key Individuals:	<p>Kindred</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>DfE – contract lead</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Adult Skills Campaign</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Young People’s campaign</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Employer Skills Campaign</p> <p>[REDACTED]</p>		

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Authorised Agency Approver:	<div></div>
Authorised Client Approver:	<div></div> <div></div> <div></div> <p><i>*Statement of Works document will be reviewed and updated annually</i></p>

Signed by: by (print name):

As Agency Authorised Approver for and on behalf of Kindred

Date: 3rd October 2022Signed by: by (print name):

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

Date: 3rd October 2022

JOINT SCHEDULES



Joint Schedule 1
(Definitions)_v1.0.pdf



Joint Schedule 2
(Variation Form)_v1.0.



Joint Schedule 3
(Insurance Requireme



Joint Schedule 4
(Commercially Sensiti



Joint Schedule 5
(Corporate Social Res



Joint Schedule 7
(Financial Difficulties).



Joint Schedule 10
(Rectification Plan)_v1



Joint Schedule 11
(Processing Data)_v1.0



Joint Schedule 12
(Supply Chain Visibilit

ORDER SCHEDULES



Order Schedule 1
(Transparency Report)



Order Schedule 2 -
Staff Transfer_v1.0.docx



Order Schedule 3
(Continuous Improvement)



Order Schedule 4 -
(Proposal)_v1.0.docx



Order Schedule 5
(Pricing Details)_v1.0.docx



Order Schedule 7
(Key Agency Staff)_v1.0.docx



Order Schedule 8
(Business Continuity)_v1.0.docx



Order Schedule 9
(Security)_v1.0.docx



Order Schedule 10
(Exit Management)_v1.0.docx



Order Schedule 13
(Implementation Plan)_v1.0.docx



Order Schedule 14
(Service Levels)_v1.0.docx

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Order Schedule 15
(Order Contract Manag



Order Schedule 16
(Benchmarking)_v1.0.d



Order Schedule 18
(Background Checks)_



Order Schedule 20
(Brief)_v1.0.docx