

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 (DSTL0000014038) between CCS and the Agency, dated 24/02/2023.

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:	DSTL
From:	Dstl
To:	Topham Guerin Limited

Order Start Date:	10/03/2023
Order Expiry Date:	09/03/2023
Order Initial Period:	1 Year
Order Optional Extension Period:	1 Year

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: Redacted - FOIA Exemption 40 - Personal Information
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	Redacted - FOIA Exemption 40 - Personal Information For the Agency: Redacted - FOIA Exemption 40 - Personal Information
Guarantor(s)	Not applicable
Order Contract Charges (including any applicable discount(s), but excluding VAT):	Call off contract set to a £100,000 limit of liability.
Liability	See Clause 11 of the Core Terms Estimated Year 1 Charges: Not to exceed £100,000
Additional Insurance Requirements	None
Client billing address for invoicing:	Invoices will be sent to Dstl Accounts Payable, PO Box 325, Portsmouth West, Portsmouth Hill Road, Fareham, Hants, PO14 9HL. Tel: 01980 950001 Email: DSTL Accounts Payable ACCOUNTSPAYABLE@dstl.gov.uk

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Special Terms	Not applicable
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PROGRESS REPORT FREQUENCY

As requested by the Client in specific Statements of Work.

PROGRESS MEETING FREQUENCY

As requested by the Client in specific Statements of Work.

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 **DSTL0000014038***
 - *Order Schedule 5 (pricing details)*
 - *Order Schedule 7 (Key Agency Staff)*
 - *Order Schedule 8 (Business Continuity and Disaster Recovery)*
 - *Order Schedule 15 (Order Contract Management)*
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

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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:	Redacted - FOIA Exemption 40 - Personal Information	Signature:	Redacted - FOIA Exemption 40 - Personal Information
Name:	Redacted - FOIA Exemption 40 - Personal Information	Name:	Redacted - FOIA Exemption 40 - Personal Information
Role:	Redacted - FOIA Exemption 40 - Personal Information	Role:	Commercial Manager
Date:	13/03/2023	Date:	10/03/2023

ANNEX A

Agency Proposal



Topham Guerin Lot 2
Technical 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 [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.

Project:	<i>Set out a short description of the Project.</i>
Project start Date Notice period for cancellation [Project Notice Period]:	<i>Set out the start date for this Project and its duration and the likely end date if known– state whether for a fixed term or an initial term with extension periods</i> <i>Where the parties are agreeing a Project Notice Period for cancellation of Project, specify the notice period</i>
Overarching Brand/Campaign	<i>If this campaign is part of a wider overarching campaign, or uses specific Government owned brands (such as the GREAT Britain brand for example) please state them and what the relationship of this campaign will be to them.</i>
Goods or Services	<i>Set out a description of the Goods or Services to be supplied by the Agency for this Project.</i> <i>State any specific activities agreed in the pitch that are to be delivered as part of this campaign.</i> <i>Ensure you capture any work across distinct specialisms or channels, for example if you were working on an integrated campaign you may write:</i>

- Creative for campaigns (service)
- Development and testing of creative propositions (deliverables)
- Creative assets for use on social media
- Delivery of creative assets for "Above the Line" media
- Seamless working with the client's media buyer to deliver assets in the correct format to required deadlines
- PR
- PR strategy that compliments the "Above the Line" approach
- Development and delivery of PR hooks/stunts in agreement with the client
- Development of three Op eds, case studies and three feature articles
- Management of media at up to seven events, working with departmental press office
- Evaluation in accordance with the OASIS framework

State if you require any specific requirements and ways of working such as third-party consents, licences, clearances that Agency needs to obtain and products or purchases.

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".

Project Plan:

Set out the timing of each phase of the project, any key dates and/ or delivery of the Services and/or the Goods or Services (if known)

Contract Charges:

Set out the calculation of the Contract Charges [(including rules for the recovery of expenses where applicable)] payable to Agency for this Project e.g. details of any fixed price, time and materials in which case Agency's Rate Card should be attached, together with invoice dates or milestones that trigger payment.

Set out any payment terms specific to the Project.

Examples of different wording for Contract Charges:

The Client shall pay the Agency the sum of £[...] for delivery of these Services, payable in monthly

	<i>instalments. For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs</i> OR <i>The Contract Charges shall be calculated using the hourly charge out rates shown in[the Tender], [provided that the total Contract Charges shall not exceed £ [...].] For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs.</i>
Client Assets:	<i>Set out details of the materials or information to be provided to the Agency.</i>
International locations:	<i>If Services are to be supplied outside the UK, specify additional territories here</i>
Client Affiliates:	<i>If relevant, set out any Client Affiliates which will be using Goods or Services</i>
Special Terms:	<i>Set out any special terms that are intended to take precedence over the Order Terms and/or the Schedules to the Order Terms such as, security requirements, warranties, specific insurance requirements, any specific data reporting requirements etc.</i>
Key Individuals:	<i>Set out details of the key personnel from the Agency for this Project if relevant.</i>
Authorised Agency Approver:	<i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Agency for this project.</i>
Authorised Client Approver:	<i>Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Client for this Project.</i>

Signed by:.....

by (print name):.....

As Agency Authorised Approver for and on behalf of

[Agency]

Date.....

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Signed by:.....

by (print name):.....

As Client Authorised Approver for and on behalf of

[Client]

Date.....