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 06/09/2021.

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:	C152090 PRO5776 Vaccine Programme Publications
From:	UK Health Security Agency Nobel House, 17 Smith Square, London SW1P 3JR
То:	Westhill Group Limited

Order Start Date:	01/03/2023
Order Expiry Date:	20/12/2023
Order Initial Period:	10 months
Order Optional Extension Period:	N/A

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.
	this Letter of Appointment.

Key Staff:	For the Client: Nobel House, 17 Smith Square, London SW1P 3JR Nobel House, 17 Smith Square, London SW1P 3JR For the Agency: 38 Charlotte Street, London, W1T 2NN 38 Charlotte Street, London, W1T 2NN
Guarantor(s)	N/A

Order Contract Charges (including any applicable discount(s), but excluding VAT):	£200,000
Liability	See Clause 11 of the Core Terms Estimated Year 1 Charges: £200,000
Additional Insurance	N/A
Requirements	
Client billing address for invoicing:	Accounts Payable. UK Health Security Agency,

Manor Farm Road, Porton Down, Salisbury, SP4 0JG UKHSA VAT No: GB888851648
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Special Terms	
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PROGRESS REPORT FREQUENCY On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY Minimum of one (1) progress meeting per month. Additional daily or weekly meetings to be agreed as and when required.

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 N/A

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 C152090 PRO5776 Vaccine Programme Publications
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - 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.

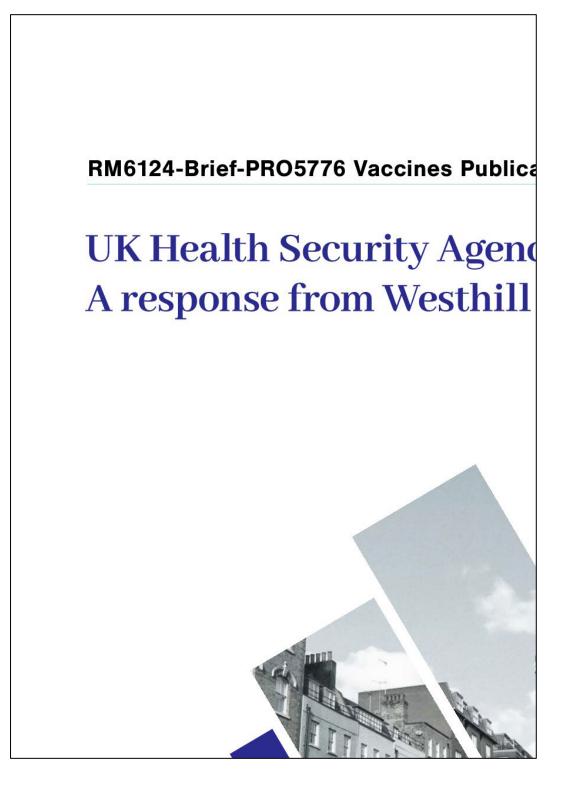
FORMATION OF ORDER CONTRACT

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 UK Health Security Agency:	For and on behalf of Westhill Group
Date Signed: 24/04/2023	Date Signed: 24 April 2023

ANNEX A - Agency Proposal



About Westhill

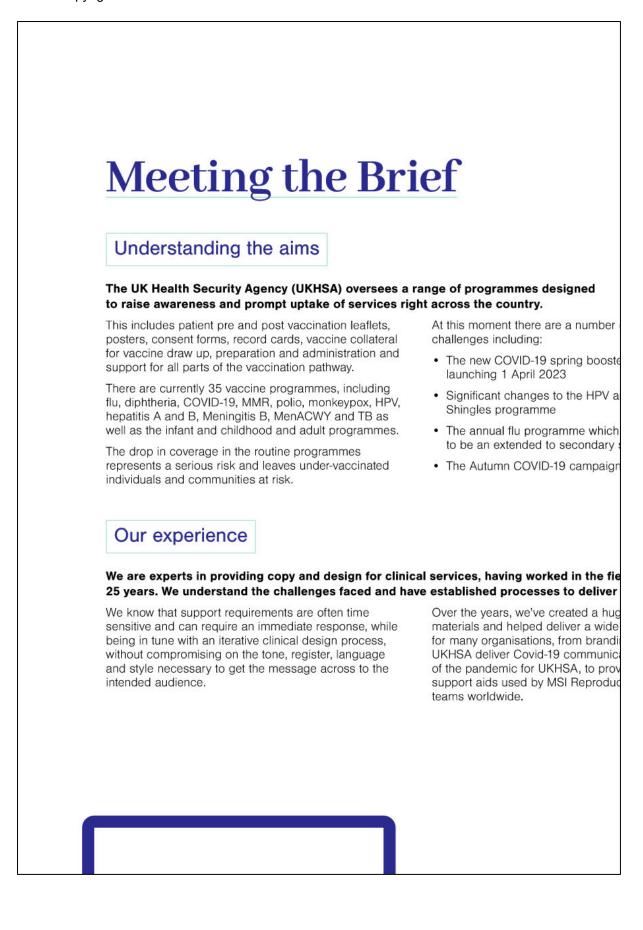
We're an off/online creative agen based in London. A group of write designers and programmers.

We produce content for a wide range of organisations – from start-ups and charities to big multinationals. We understand the pressures they face, whether it's trying to make a big splash on a small budget or carving out a bigger slice of a competitive market. Clients involve us early to help generate ideas and shape a strategy that will deliver the desired results.

Our goal for every project i our clients' messages reach audience in the most effect on time and on budget.

We do this through our indigital and content teams, to support our clients with services, including:

- Design for print and scree
- Digital development and b
- Copywriting, proofreading editorial services
- Animation and illustration
- · Video production and edit
- Social media assets
- Email marketing programmer
- Event branding and collate and production



Managing your service

In understanding the challenges around delivering time-sensitive communications, part o involves allocating two named points of contact. This ensures that any time your dedicate is unavailable, there will always be someone else to speak to, who understands the brief, with the details of the project.

During working hours, we aim to respond to any queries within the hour. Out of hours queries will be responded to asap.

We're aware that different programmes will have differing workload and priority requirements. While some routine programmes will have a planned life cycle, any infection outbreaks will require an 'all hands-on deck' approach to respond in a timely and effective manner. We're able to flex our design service accordingly to ensure the right people are always working on the right projects. We understand that outbreaks don't business hours so we can also prov and weekend design services when

We demonstrated this flexibility at the pandemic response, providing an "c afterhours service, to enable that da be worked on in the evening, with d presentation by the UKHSA team th

Our approach

All projects will be briefed through your project manager, who'll discuss timings and urgency with you to determine the correct level of service is allocated.

Our client liaison and studio lead have oversight of all projects and traffic in new requests, according to the project type, timescales and priority level. We've been working long enough to know that we always have a bit of space each day/week to allow for the unexpected. This means we're almost always able to incorporate last-minute jobs and keep clients delighted by our swift turnaround times – without any compromise on quality.

We have a team of designers, with a clear understanding of the brand, who will develop materials for review. We understand the nature of the UKHSA organisation means that there is often likely to be a large group of diverse stakeholders involved and that there will often be a number of rounds of amends required.

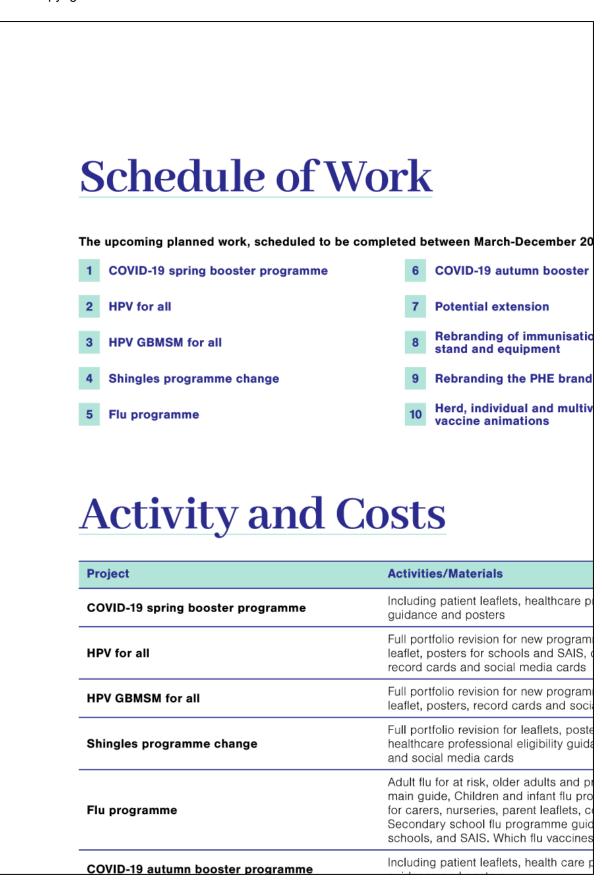
All of our team have access to the shared artwork files, and we have a strict naming and saving policy to ensure a strict version control process is in place. All files are checked – against the b document – by the creative lead an being returned to the client for revie

Our intimate knowledge of the work and the audience it is providing info that we are ideally placed to flag an within documents or across campai to suggest design, content or chann help to meet the brief most effective

We've worked with UKHSA/PHE ac so are well-versed in the tone, look brand. Our work with large enterpris specialist disability charities also me tuned in to accessibility and inclusio understand how to reflect the values tone, style and structure of the mate

Security and continuity

Westhill is certified by the government-backed Cyber Essentials



Examples of our Work

Tracking and tackling a pandemic in near real-time

- Client: PHE/UKHSA Project: COVID-19 campaign
- · Services: Design, illustration, animation, out-of-hours support

The COVID-19 pandemic demanded an unprecedented level of effort at every level. We're proud of the work we did to support PHE/UKHSA throughout the pandemic and with continuing awareness and vaccination projects.

Having worked on regular immunisation updates for a number of years, we were able to put our knowledge and expertise to full use when everything scaled up dramatically, almost overnight.

As well as designing and laying out all the assets that supported the various campaigns, we were able to adjust to an agile way of working that meant we could provide an on-demand, out of hours design support service, ensuring that PHE/UKHSA people had the latest iteration of campaign elements as soon as possible. This was absolutely vital in a situati changed daily (or hourly) and to ke latest statistics.

And as well as all the public-facing stickers, posters etc) we also helpe produce information and animation frontline health workers, and the me members of society, as safe and se



Examples of our Work

Ensuring safe access to health services for people with

- Client: Leonard Cheshire Project: WISH E-learning modules
- Services: Editorial, design, illustration, animation, user experience

Leonard Cheshire (LC) provides support to people with disabilities to live, learn and work as independently as they choose, whatever their ability.

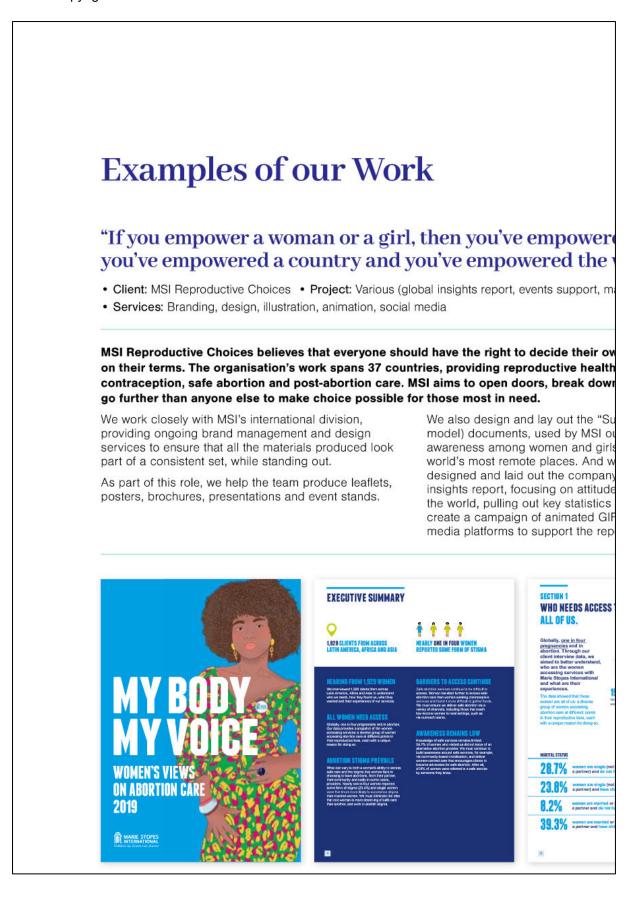
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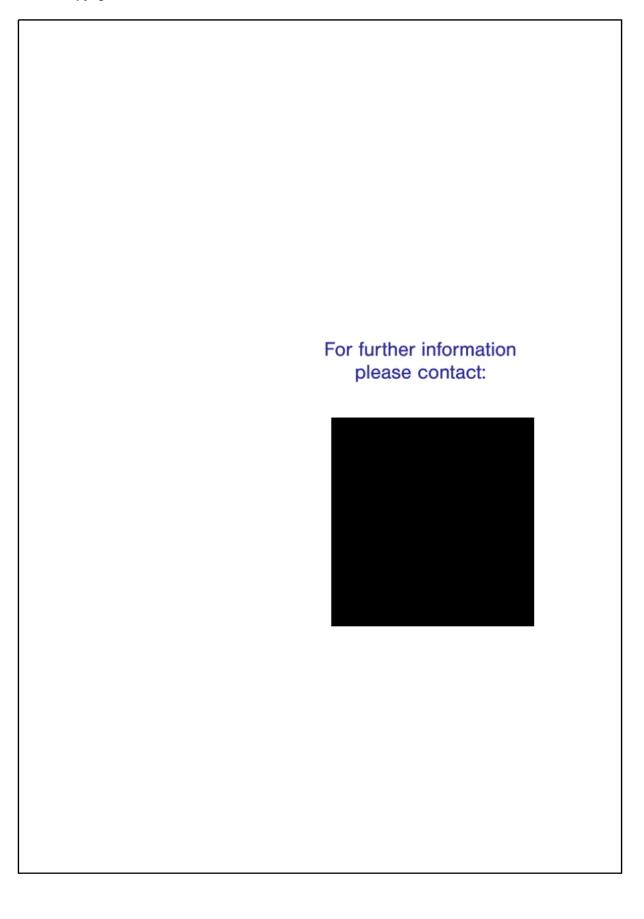
As part of its commitment to the Women's Integrated Sexual Health (WISH) programme, we were asked by LC to help design and produce a suite of e-learning resources aimed at improving access to family and planning and sexual and reproductive health services for people with disabilities.

WISH, under the strategy of 'Leave No One Behind', offers quality integrated and inclusive services to marginalized and hard to reach populations: the poor, youth under 20 and people living with a disability, and is funded by the UK Foreign Commonwealth and Development Office (FCDO). We worked with a subject specialis the material used in the e-learning sure that the copy, design and user standards of accessibility and inclu engaging tool for health profession

As well as editing the content, we of screens, and interactive elements (storyboarded several animated sce learning to life. We then coordinate voiceover recording of the animatic everything in a standardised e-lear used by health professionals and of a global platform.







<mark>Annex B</mark>

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:	Set out a short description of the Project.
Project start Date Notice period for cancellation [Project Notice Period]:	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 Where the parties are agreeing a Project Notice Period for cancellation of Project, specify the notice period
<mark>Overarching</mark> Brand/Campaign	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.
Goods or Services	Set out a description of the Goods or Services to be supplied by the Agency for this Project. State any specific activities agreed in the pitch that are to be delivered as part of this campaign. Ensure you capture any work across distinct specialisms or channels, for example if you were working on an integrated campaign you may write:

	 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:	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	

	instalments. For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs OR	
	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.	
Client Assets:	Set out details of the materials or information to be provided to the Agency.	
International locations <mark>:</mark>	If Services are to be supplied outside the UK, specify additional territories here	
Client Affiliates:	If relevant, set out any Client Affiliates which will be using Goods or Services	
Special Terms:	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.	
Key Individuals:	Set out details of the key personnel from the Agency for this Project if relevant.	
Authorised Agency Approver:	Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Agency for this project.	
Authorised Client Approver:	Set out details of the person(s) who have the authority to agree day to day decisions on behalf of Client for this Project.	

Signed by:....

by (print name):.....

As Agency Authorised Approver for and on behalf of

[Agency]

Date.....

Signed by:....

by (print name):.....

As Client Authorised Approver for and on behalf of

[Client]

Date.....

ANNEX C – SCHEDULES in order of precedence

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Joint Schedule 1 (Definitions and Interpretation) RM6124	Joint Schedule 1 (Definitions)_v1.0.pdf
Joint Schedule 2 (Variation Form)	Joint Schedule 2 (Variation Form)_v1.0
Joint Schedule 3 (Insurance Requirements)	Joint Schedule 3 (Insurance Requireme
Joint Schedule 4 (Commercially Sensitive Information)	Joint Schedule 4 (Commercially Sensiti
Joint Schedule 10 (Rectification Plan)	Joint Schedule 10 (Rectification Plan)_v1
Joint Schedule 11 (Processing Data)	RM6124 Joint Schedule 11 (Processi
Order Schedule 1 (Transparency Reports)	Order Schedule 1 (Transparency Report:
Order Schedule 2 (Staff Transfer)	Order Schedule 2 - Staff Transfer_v1.0.do
Order Schedule 3 (Continuous Improvement)	Order Schedule 3 (Continuous Improver
Order Schedule 20 (Brief)	RM6124-Brief-PRO5 776 Vaccines Publicat
Core Terms RM6124	RM6124-Core-Terms .odt
Joint Schedule 5 (Corporate Social Responsibility)	Joint Schedule 5 (Corporate Social Res
Order Schedule 4 (Proposal)	Westhill - Proposal - UK Health Security Ag