

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.

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_15399
From:	Department for Education (DfE) "Client"
To:	SMRS "Agency"

Order Start Date:	01 st August 2022
Order Expiry Date:	31 st July 2025
Order Initial Period:	3 years with no commitment to spend
Order Optional Extension Period:	None

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: ██████████ ██████████ For the Agency: ██████████ ██████████
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Guarantor(s)	N/A
Order Contract Charges (including any applicable discount(s), but excluding VAT):	Maximum call off value of £700,000 for the duration of the contract period (3 years).
Liability	See Clause 11 of the Core Terms Estimated Year 1 Charges: £233,333
Additional Insurance Requirements	N/A
Client billing address for invoicing:	The invoicing address will differ for each campaign. The DfE will ensure the agency has the corresponding email addresses for invoicing.
Special Terms	

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Contract Charges & Rate Card

Sensitive personal information (names, email addresses, roles)

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 7 (Financial Difficulties)*
 - *Joint Schedule 10 (Rectification Plan)*
 - *Joint Schedule 11 (Processing Data)*
 - *Order Schedules for con_15399*
 - *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 13 (Implementation Plan and Testing)*

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- 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)
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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:	12 th August 2022	Date:	12 th August 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 10th August 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:	<p>The agency will provide media planning support to the Department for Education for a range of campaigns.</p> <p>Each campaign in need of media planning support will arrange this with the agency as and when required using the appropriate briefing process.</p>
Project start Date Notice period for cancellation [Project Notice Period]:	<p>Fixed term 3 year call-off contract from July 2022 to July 2025. The client has no commitment to spend during the contract period. The contract notice period is 3 months.</p> <p>Each campaign will have its own statement of works that will require signatory from both the client and agency.</p>
Overarching Brand/Campaign	<p>As this is the overall DfE call-off contract, there is no specific overarching brand, but each campaign will complete a statement of works.</p>
Goods or Services	<ul style="list-style-type: none"> ● Providing detailed media recommendations and channel plans based on audience insights and best practice ● 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

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	<ul style="list-style-type: none">• Using data and analytics to justify investment decisions, including providing reach and frequency estimates• Building audience models using client and industry data• 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• 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. Reporting on this to the head of marketing and contract manager• Keeping the Department up to date on media trends and supporting us to navigate changes in the media landscape, such as privacy requirements• Working with the Department and, when necessary, other agencies, to evaluate activity, including attribution and ROI• Supporting the Department in the Professional Assurance (PASS) process for any projects where this is required
Project Plan:	To be agreed with each campaign lead.
Contract Charges:	<p>The Contract Charges shall be calculated using the day rates submitted as part of the Tender (see below). For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs.</p> <p>██████████</p>
Client Assets:	N/A
International locations:	N/A
Client Affiliates:	N/A
Special Terms:	N/A

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Key Individuals:	[Redacted]
Authorised Agency Approver:	[Redacted]
Authorised Client Approver:	[Redacted]









Signed by: [Redacted]
 by (print name): [Redacted]
 As Agency Authorised Approver for and on behalf of SMRS

Date 12th August 2022
















Signed by: [Redacted]
 by (print name): [Redacted]
 As Client Authorised Approver for and on behalf of Department for Education

Date 12th August 2022

Joint Schedules

- 
 Joint Schedule 1
 (Definitions)_v1.0.pdf
- 
 Joint Schedule 2
 (Variation Form)_v1.0.
- 
 Joint Schedule 3
 (Insurance Requirements)_v1.0.
- 
Joint Schedule 4
(Comedy Script)_v1.0.
- 
 Joint Schedule 5
 (Corporate Social Respon)_v1.0.
- 
 Joint Schedule 7
 (Financial Difficulties)_v1.0.
- 
 Joint Schedule 10
 (Rectification Plan)_v1.0.
- 
Joint Schedule 11
(Passing Data)_v1.0.

Order Schedules

- 
 Order Schedule 1
 (Transparency Report)_v1.0.docx
- 
 Order Schedule 2 -
 (Staff Transfer)_v1.0.docx
- 
 Order Schedule 3
 (Continuous Improvement)_v1.0.docx
- 
 Order Schedule 4 -
 (Proposal)_v1.0.docx
- 
 Order Schedule 5
 (Pricing Details)_v1.0.docx
- 
 Order Schedule 7
 (Key Agency Staff)_v1.0.docx
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 Order Schedule 8
 (Business Continuity)_v1.0.docx
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 Order Schedule 9
 (Security)_v1.0.docx
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 Order Schedule 10
 (Exit Management)_v1.0.docx
- 
 Order Schedule 13
 (Implementation Plan)_v1.0.docx
- 
 Order Schedule 14
 (Service Levels)_v1.0.docx
- 
 Order Schedule 15
 (Order Contract Management)_v1.0.docx
- 
 Order Schedule 16
 (Benchmarking)_v1.0.docx
- 
Order Schedule 18
(Edgmond Case)_v1.0.docx
- 
 Order Schedule 20
 (Brief)_v1.0.docx