

## 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 (Con\_24704) between CCS and the Agency, dated 05/07/2024.

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>	Con_24074
<b>From:</b>	Ministry of Justice on behalf of the Secretary of State for Justice 102 Petty France, London SW1P 9AJ
<b>To:</b>	Peoplescout Limited 265 Tottenham Ct Rd London W1T 7RQ

<b>Order Start Date:</b>	17th July 2024
<b>Order Expiry Date:</b>	16th July 2026
<b>Order Initial Period:</b>	24 Months
<b>Order Optional Extension Period:</b>	12 months

<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.
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	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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<b>Key Staff:</b>	<b>For the Client:</b> [REDACTED]  <b>For the Agency:</b> [REDACTED]
<b>Guarantor(s)</b>	Not applicable

<b>Order Contract Charges (including any applicable discount(s), but excluding VAT):</b>	The estimated total of this contract is £9,000,000.  The rate card embedded within Order Schedule 5 (Pricing Details) will be fixed for the duration of the contract
<b>Liability</b>	<b>See Clause 11 of the Core Terms</b> <b>Estimated Year 1 Charges: £4,500,000</b>
<b>Additional Insurance Requirements</b>	Not applicable
<b>Client billing address for invoicing:</b>	Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.  All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to: SSCL Ministry of Justice APinvoices-MOJ-U@gov.sscl.com Ministry of Justice 102 Petty France, London SW1H 9GL  Within 30 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.  To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item

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	<p>number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>Payments will be made to PeopleScout Limited via BACS/Bank Transfer. Details will be included within individual invoices sent to the Ministry of Justice. Current details have been included below for reference:</p> <p><b>[REDACTED]</b></p> <p>Please note, bank details could change in the future. Any changes will be incorporated into future invoices.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable team either by email to: <a href="mailto:APinvoices-MOJ-U@gov.sscl.com">APinvoices-MOJ-U@gov.sscl.com</a></p>
<b>Special Terms</b>	<p>The service provider will remunerated predominantly on a fee basis, based on time spent per project.</p> <p>Tactical media discounts will not be shared between the client and the Agency, all discounts will be returned to the client. The choice of media channel rests solely with the customer who may decide to use whichever channel it deems most suitable for each campaign regardless of cost or discount. The provider agrees that discount shall not influence any media channel strategy, advice or recommendations.</p> <p>100% of media commission will be returned to the customer.</p> <p>An estimate project cost will be provided per campaign which will include specific time-frame, and reconciled on a regular basis against timesheets. All other costs will have no mark up and passed on with any discounts the Service Provider can obtain.</p> <p>The Agency is to provide the Client's team members access to ad accounts where media is bought, including but not limited to: Google Ads, Meta Business Manager and Google Marketing Platform.</p>

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### **PROGRESS REPORT FREQUENCY**

On the 10th Working Day of each calendar month

#### **Prisons and Probation**

Weekly dashboards

Fortnightly rolling dashboards

Monthly delivery reports to include activity and spend across the whole contract

End of campaign PCA meetings within 1 month of the campaign ending

#### **Magistrates**

Monthly dashboards and delivery reports

End of campaign PCA meetings within 1 month of the campaign ending

#### **All campaigns**

Monthly delivery reports to include activity and spend across the whole contract

### **PROGRESS MEETING FREQUENCY**

Quarterly

Weekly work in practice meetings which include access to media specialists

Monthly progress meetings

Quarterly business reviews

End of campaign results meeting

Regular joint agency meetings (frequency dependent on campaign)

### **KEY SUBCONTRACTOR(S)**

Not applicable

### **COMMERCIALLY SENSITIVE INFORMATION**

We deem any information regarding our commercial response, clients or processes as commercially sensitive information

### **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.

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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 **Con\_24074**
    - 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 9 (Security)
    - Order Schedule 10 (Exit Management)
    - Order Schedule 15 (Order Contract Management)
    - 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.

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<b>For and on behalf of the Agency:</b>		<b>For and on behalf of the Client:</b>	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	[REDACTED]	Date:	[REDACTED]

**ANNEX A**

**Agency Proposal**

Agency proposal is embedded within Order Schedule 4 (Proposal)

## **Annex B**

Statement of Work- SoW will not be used- Template purpose only

This Statement of Work is issued under and in accordance with the Order Contract entered into between the parties dated 17th June 2024

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:**

**Project start Date**  
**Notice period for**  
**cancellation**  
**[Project Notice**  
**Period]:**  
**Overarching**  
**Brand/Campaign**

**Goods or Services**

**Project Plan:**




**Contract Charges:**

**Client Assets:**

**International  
locations:**

**Client Affiliates:**


**Special Terms:**

**Key Individuals:**








**Authorised  
Agency Approver:**

**Authorised Client  
Approver:**


## CORE TERMS

Core Terms	 RM6124-Core-Terms.docx
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## JOINT SCHEDULES








Joint Schedule 1 (Definitions and Interpretation)	 RM6124-Joint-schedule-1-Definition.odt
Joint Schedule 2 (Variation Form) Requirements)	 Joint-Schedule-2-Variation-Form_v1.0.docx
Joint Schedule 3 (Insurance	 Joint-Schedule-3-Insurance-Requirements
Joint Schedule 4 (Commercially Sensitive Information)	 Joint-Schedule-4-Commercially-Sensitive-
Joint Schedule 5 (Corporate Social Responsibility)	 Joint-Schedule-5-Corporate-Social-Respon
Joint Schedule 10 (Rectification Plan)	 Joint-Schedule-10-Rectification-Plan_v1.0.d
Joint Schedule 11 (Processing Data)	 Joint-Schedule-11-Processing-Data_v1.0.d

## ORDER SCHEDULES

Order Schedule 1 (Transparency Reports)	 Order-Schedule-1-Transparency-Reports_v
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Order Schedule 2 (Staff Transfer)	 Order-Schedule-2-Staff-Transfer_v1.0.docx
Order Schedule 3 (Continuous Improvement)	 Order-Schedule-3-Continuous-Improvement
Order Schedule 4 (Proposal)	 Order-Schedule-4-Proposal_v1.0.docx
Order Schedule 5 (Pricing Details)	 Order-Schedule-5-Pricing-Details_v1.0.docx
Order Schedule 7 (Key Supplier Staff)	 Order-Schedule-7-Key-Agency-Staff_v1.0.o
Order Schedule 9 (Security)	 RM6124-Order-Schedule-9-Security_v2.0.c
Order Schedule 10 (Exit Management)	 Call-Off Schedule 10 (Exit Management) v3
Order Schedule 15 (Order Contract Management)	 Order-Schedule-15-Order-Contract-Mana
Order Schedule 18 (Background Checks)	 Order-Schedule-18-Background-Checks_v1
Order Schedule 20 (Order Specification)	 Order-Schedule-20-Brief.docx