

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 08 August 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:

Order Number:	712672451
From:	08 August 2024
To:	08 August 2025

Order Start Date:	08 August 2024
Order Expiry Date:	08 August 2025
Order Initial Period:	12 Months
Order Optional Extension Period:	There is one optional extension of 12 months up to: 08 August 2026. This would have to be agreed 30 days before "Order Expiry date" via an agreed Variation Form.

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] – [REDACTED] [REDACTED] – [REDACTED]
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Special Terms	DEFCON 522, DEFCON 659A, DEFCON 539
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PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

One week following the release of the Monthly report.

KEY SUBCONTRACTOR(S)

COMMERCIALLY SENSITIVE INFORMATION

Completed as per joint schedule 4

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)

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)*
 - *Order Schedules for RM6124_DESA_001*
 - *Order Schedule 1 (Transparency Reports)*
 - *Order Schedule 2 (Staff Transfer)*
 - *Order Schedule 3 (Continuous Improvement)*
 - *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 15 (Order Contract Management)*
 - *Order Schedule 17 (MOD Terms)*
 - *Order Schedule 18 (Background Checks)*
 - *Order Schedule 20 (Order Specification)*
 - *Order Schedule 23 (HMRC)*

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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:		Date:	

ANNEX A

Agency Proposal

1. Appendix 1 to present Annex “A” establishes the
“”

Annex B

Statement of Work- RM6124_DESA_001

This Statement of Work is issued under and in accordance with the Order Contract entered into between the parties dated 08 August 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:

1) Due to the changes within the organisation of DE&S, DESA will become 'DE&S Exports and Sales'. There is a requirement for the production of marketing material and support to marketing activities to include the edit (possibly creation) of a number of existing high-end promotional videos; the creation of a foldable, pocket-sized pamphlet; design and marketing of ceremonial presentation items; the management and arrangement of payment for attendance to Trade Events and Exhibitions worldwide; and the production and distribution of monthly newsletters to be used by the DE&S Sales & Exports.

Project start Date:

- 2) 08 August 2024 for 12 Calendar months until 08 August 2025 fixed term.
- 3) There is an optional for a further 12 calendar month (extension) period.

Overarching Brand/Campaign

4) This branding campaign is part of the DE&S overall requirements and DESA will make [REDACTED] aware and provide the relevant information on this.

Goods or Services

- 5) Services to be provided:
- a) **DESA promotional video** - <https://youtu.be/QTqGK8pFlnA> - rebranded with new

branding and voiceover for 'DE&S Exports and Sales'.

- b) **Digital Newsletter** - Approved digital newsletter updating UK Government officials across the world of the latest sales and export opportunities from DE&S Exports and Sales.
- c) **Pocket Leaflet** - A pocket sized foldable A7 leaflet that includes all pertinent information and QR codes for further information, quantity 250. The Quantity of 1000 will be an 'Optional Extra' on this Contract.
- d) **Ceremonial items** - Three sizes of Ceremonial items, a basic (Qty 10), Medium (Qty 5) and premium (Qty 5) standards. All must be boxed, fit in hand luggage (be transportable) and not fragile. These items are to be gifted to Foreign Government dignitaries. (Please note that only "Basic" and "Medium" will be taken up and "Premium" will be an 'Optional Extra' on this contract.
- e) **Events** - DE&S Exports and Sales will be able to pay for attendance to trade events across the world via management company. Including the Pods and stands for the events.
- i) Please note that it was clarified during ITT stage that
- " [REDACTED] "
- f) **Creative Digital Marketing media** – the creation of different media types that can be used for events or online. Included but not limited to promotional videos, media walls, presentations or imagery. This will be an 'Optional Extra' on this contract.

g) **Strategy Support** – To assist the Client

[REDACTED]
[REDACTED]
[REDACTED]
– [REDACTED].

6) **Implementation** - The Implementation of these services will be as per Annex A, the [REDACTED] Response: Oasis.

7) **Process:**

- a) Kick off meeting date to be agreed.
- b) Dedicated resource should be outlined for the different service requirements.
- c) A working project plan to be discussed and agreed for the delivery of items and timescales, working timescales are outlined below but any major changes will require a Variation form to confirm these changes.
 - i) Dependencies to be outlined – such as IP rights on imagery and DE&S brand rules.
 - ii) Sign off process to be agreed for each service to be supplied and items that each side need to provide with timings and dates.
 - iii) Communication rules to be put in place such as “[REDACTED]”, “[REDACTED]” and “[REDACTED]” as per [REDACTED] outline in Annex A.

8) Either party should bring to the notice of any requirement for third-party consents, licences, clearances that is needed to obtain products or purchases.

9) The 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”.

10) **Reporting:**

- a) The Agency shall report to the Client its progress on the services that are outlined on the first working day of each calendar month.
- b) The report shall outline progress including timings, cost level (Burn rate) and any early delivery or delays, with comments.

Project Plan:

- c) Other reports can be agreed during the kick off meeting and documented on the project plan.

11) Project plan to be agreed during the kick off meeting, but outline dates are as follows:

- a) **DESA promotional video edit** – Complete by [REDACTED]
- b) **Digital Newsletter** – First edition ready for release by [REDACTED] and will be issued at the first Tuesday of every month until [REDACTED]. One special edition will be kept back for release during this period.
- c) **Pocket Leaflet** - Design by [REDACTED], printed and delivered [REDACTED].
- d) **Ceremonial Items** – Design by [REDACTED] – Delivery [REDACTED]
- e) **Event Management** – [REDACTED]
- f) **Creative Digital Marketing media**
[REDACTED]

Contract Charges:

12) **The Contract Charges** shall be calculated using the charge rates shown in the Tender and below, provided that the total Contract Charges shall not exceed [REDACTED]. For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs.

13) Rates (Excluding VAT):

- a) Rebranding of promotional Video (QTY 1) [REDACTED]
- b) Monthly digital Newsletter (QTY 11) [REDACTED]
- c) Pocket Sized foldable newsletter (QTY 250)
[REDACTED]
- d) Ceremonial Items:
 - i) Basic (QTY 10) [REDACTED]
 - ii) Medium (QTY) [REDACTED]
- e) Organise, Manage, book attendance to trade shows.
 - i) Management fee [REDACTED] of the total cost of booking the event.

	<p>ii) Example being – If the cost of an event was [REDACTED] then the charge to the Client would be [REDACTED].</p> <p>iii) Estimated that there will be three shows to book for over the contract period.</p> <p>f) Strategy Support (QTY 1) [REDACTED]:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>ii) Phase 1 – [REDACTED].</p> <p>iii) Phase 2 – [REDACTED].</p> <p>iv) Phase 3 – [REDACTED].</p> <p>14) Optional Extras – If they are to be taken up then they will be confirmed via a ‘Variation Joint Schedule two form’.</p> <p>a) Pocket Sized foldable newsletter (QTY 1000) [REDACTED]</p> <p>b) Ceremonial Item – Premium (QTY 5) [REDACTED]</p> <p>c) 2 Min Promotional video creation (QTY 1) [REDACTED].</p> <p>d) Media Screen wall – Hire one screen with delivery to [REDACTED] head office ([REDACTED]) - [REDACTED]</p> <p>e) Presentation (QTY 1) around [REDACTED] slides in length - [REDACTED].</p> <p>f) Imagery & Photos, three shoots across the year to build clients stock imagery - [REDACTED].</p> <p>15) Invoicing to be via the current CP&F supported gateway tool at the end of each month for either part, or fully delivered works as outlined in “Rates” in “Contract Charges”.</p> <p>16) Contract Charges shall be inclusive of all third-party costs.</p>
Client Assets:	17) DE&S Branding guidelines
International locations:	18) Predominantly service is the UK, locations of some events are outside the UK but [REDACTED] are not required to attend these in person.

Client Affiliates:

- 19) [REDACTED]
20) [REDACTED]
21) [REDACTED]
[REDACTED]

Special Terms:

- 22) The contractor will have or obtain access to MOD imagery and data; will be able to have or obtain access to MOD sites, with the correct security clearances.
- 23) Creative and design expertise for promotional media, management for trade events and e-commerce briefing material for internal government agency communications.
- 24) The Agency and Sub contractors will have working knowledge of the MOD.

Key Individuals:

[REDACTED]
[REDACTED]
[REDACTED]

**Authorised
Agency Approver:**

[REDACTED]
[REDACTED]
[REDACTED]

**Authorised Client
Approver:**

[REDACTED]
[REDACTED]
[REDACTED]

Signed by:.....[REDACTED].....

by (print name):...[REDACTED].....

As Agency Authorised Approver for and on behalf of

[REDACTED]

Date [REDACTED]

Signed by:... [REDACTED]

by (print name):... [REDACTED]

As Client Authorised Approver for and on behalf of

[REDACTED]

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Date 08 August 2024