

## DPS Schedule 6 (Letter of Appointment Template and Order Schedules)

### Letter of Appointment – Lot One (with TV Production) and Lot Two

This Letter of Appointment is issued in accordance with the provisions of the DPS Contract (RM6124 Communications Marketplace) between CCS and the Agency, dated -27<sup>th</sup> March 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:

<b>Order Number:</b>	TBC
<b>From:</b>	AHDB
<b>To:</b>	Daughter Studio Ltd

<b>Order Start Date:</b>	1/4/23
<b>Order Expiry Date:</b>	1/4/25, with the option to extend for a further 2 periods of 12 months each, making a potential end date of 1/4/27 if all options were to be taken up by AHDB (this is not guaranteed, extension contracts will be drawn up where required).  Should AHDB require, they are at liberty to terminate either Lot without the other being affected, AHDB understand this would affect the discounted offered mentioned under Order Contract Charges.
<b>Order Initial Period:</b>	2 year initial contract starting 1/4/23 to 1/4/25
<b>Order Optional Extension Period:</b>	1+1 in early increments

<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.
<b>Key Staff:</b>	<b>For the Client:</b> [REDACTED] – Head of Marketing [REDACTED] – Marketing Director <b>For the Agency:</b> [REDACTED] - Co-founder & Creative Partner [REDACTED] - Co-founder & Creative Partner [REDACTED] - Co-founder & Strategy Partner [REDACTED] - Co-founder & Creative Partner
<b>Guarantor(s)</b>	N/A

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Please complete yellow cells for all that apply							
Title (or equivalent)	Description		Hourly rate		Day rate		
Account Director	Someone who manages the agency-client relationship, ensures the delivery of a quality strategic plan and co-ordinates resources in order to fulfil requirements to an excellent standard.						
Account Manager	Someone who is responsible for the planning, implementation and reporting on innovative, creative and successful campaigns.						
Account Executive	Someone who supports the planning, implementation and reporting day-to-day.						
Copywriter	Some one who can write effective, compelling copy that will resonate with target audiences and achieve goals.						
Designer	Responsible for designing and creating content to meet a brief, appeal to target audiences and achieve goals.						
Producer	Manages all elements of pre-production, production and post-production						

Please be advised that work could increase or decrease on a yearly basis based on organisational needs and requirements.

[REDACTED]

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<b>Liability</b>	<p><b>See Clause 11 of the Core Terms</b></p> <p><b>Estimated Year 1 Charges:</b> Estimated [REDACTED] spend per annum (lot 1 &amp; 2 inclusive)</p> <p>As per Clause 11:</p> <p>Each Party's total aggregate liability in each Contract Year under this DPS Contract (whether in tort, contract or otherwise) is no more than £100,000.</p> <p>Each Party's total aggregate liability in each Contract Year under each Order Contract (whether in tort, contract or otherwise) is no more than the greater of £5million or 150% of the Estimated Yearly Charges unless specified in the Order Letter of Appointment.</p>
<b>Additional Insurance Requirements</b>	<p>Employer's (Compulsory) Liability Insurance = £10million Public Liability Insurance = £5million Professional Indemnity Insurance = £3million</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>
<b>Client billing address for invoicing:</b>	AHDB, Middlemarch Business Park, Siskin Parkway East, Coventry, CV3 4PE
<b>Special Terms</b>	None Applicable

#### 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)

Will be on a campaign-to-campaign basis, so unknown at the time of the completion of this contract

#### 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 6 (Key Subcontractors)*
    - *Joint Schedule 10 (Rectification Plan)*
    - *Joint Schedule 11 (Processing Data)*
  - *Order Schedules for RM6124*
    - *Order Schedule 1 (Transparency Reports)*
    - *Order Schedule 2 (Staff Transfer)*
    - *Order Schedule 3 (Continuous Improvement)*
  
    - *Order Schedule 15 (Order Contract Management)*
4. CCS Core Terms
5. *Joint Schedule 5 (Corporate Social Responsibility) RM6124*

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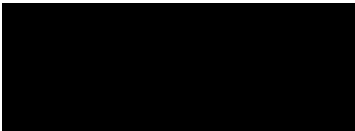


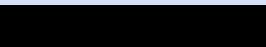




6. *Order Schedule 4* (Proposal) as long as any parts of the Order Proposal that offer a better commercial position for the Client (as decided by the Client) take precedence over the documents above.

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 Lot One**

		
001-AHDB_Pitch_Deck_daughter_studio	Lot One Pricing Schedule	Timelines

### **Agency Proposal Lot Two**

		
001-AHDB_Pitch_Deck_daughter_studio	Lot Two Pricing Schedule	Lot Two Timelines

## 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 27<sup>th</sup> March 2023.**

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:

We have two long running campaigns, Pork Midweek Meals and We Eat Balanced Campaign.

*Campaign 1) Pork Consumer Marketing* – Since 2017, AHDB Pork has been working towards changing the perception of pork in consumer's minds, aligning pork with what modern, busy households are looking for from their meals during the week.

Through extensive research, AHDB understood that creating meals that were quick, healthy, easy to prepare and tasty was the consumer criteria for weekday meals. The assumption that pork is 'old-fashioned' and 'fatty' failed to match.




This campaign aims to position pork as a midweek choice, not just for the weekend and focuses on key messages of versatility, health and affordability.


*Campaign 2) We Eat Balanced* – A campaign to protect long term consumer attitudes to British meat and dairy, as part of a healthy and sustainable diet. We deliver reassuring messaging on sustainability, health and welfare to position meat and dairy as part of a healthy balanced diet.



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	<p>The campaign is moving into its 4<sup>th</sup> year and we want to evolve the campaign to ensure we are also appealing to a younger audience (GEN Z) as well as our core audience.</p> <p>Historically we have run a 6-week Autumn and January campaign.</p>
<b>Project start Date</b>	<i>1<sup>st</sup> April 2023 for an initial period of 2 years. There will be a further 2 periods of 12 months option to extend in yearly increments. Extension contracts will be drawn up should these options be taken up by AHDB</i>
<b>Notice period for cancellation</b>	<i>Notice period for cancellation: 3 months</i>
<b>Project Notice Period</b>	<i>Project Notice Period: 3 months</i>
<b>Overarching Brand/Campaign</b>	Not Applicable
<b>Goods or Services</b>	<p>As per AHDB specification</p> <div> AHDB Specification of Requirements</div> <div> Instruction to Tenderers</div> <div> AHDB Award Criteria</div> <ul style="list-style-type: none"><li>• Creative for campaigns (service)</li><li>• Development and testing of creative propositions (deliverables)</li></ul>
<b>Project Plan:</b>	<i>Please see Annex A</i>
<b>Contract Charges:</b>	<p>This Contract will operate on the basis of a Monthly fee. The Monthly fee will cover the provision of services per Lot as set out in <b>ITT Volume 2_Appendix A - Specification of Requirements</b>.</p> <p>Payments to the Provider for representation services shall be made in monthly arrears, in accordance with AHDB Terms and Conditions.</p>

	<p>Please note that work could increase or decrease on a yearly basis based on organisational needs and requirements.</p> <p>Travel expenses, supply of materials and third party costs will be invoiced separately and only with prior agreement in accordance with an agreed contract. Handling fees or mark-ups on third party costs are <u>not</u> permissible.</p> <p>Pro-forma invoice requesting payment in advance of the delivery of goods and/or services may be permissible for significant third party costs only. In all cases, prior agreement is required.</p> <div style="text-align: center;">         Lot One Pricing including day rates     </div>
<b>Client Assets:</b>	<i>Not Applicable</i>
<b>International locations:</b>	<i>Not Applicable</i>
<b>Client Affiliates:</b>	<i>Not Applicable</i>
<b>Special Terms:</b>	<i>None</i>
<b>Key Individuals:</b>	<div style="display: flex; align-items: flex-start;"> <div style="background-color: black; width: 100px; height: 100px; margin-right: 10px;"></div> <div> <p>- Co-founder &amp; Creative Partner</p> <p>- Co-founder &amp; Creative Partner</p> <p>- Co-founder &amp; Strategy Partner</p> <p>- Co-founder &amp; Creative Partner</p> </div> </div>
<b>Authorised Agency Approver:</b>	<div style="display: flex; align-items: flex-start;"> <div style="background-color: black; width: 100px; height: 100px; margin-right: 10px;"></div> <div> <p>- Co-founder &amp; Creative Partner</p> <p>- Co-founder &amp; Creative Partner</p> </div> </div>

**Authorised Client  
Approver:**

<div>[Redacted] - Co-founder &amp; Strategy Partner</div> <div>[Redacted] - Co-founder &amp; Creative Partner</div>
<div>[Redacted]</div> <div>[Redacted]</div> <div>[Redacted]</div> <div>[Redacted]</div> <div>[Redacted]</div> <div>[Redacted]</div> <div>[Redacted]</div>

Signed by:.....

[Redacted]

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

As Agency Authorised Approver for and on behalf of  
Daughter Studio Ltd

Date.....March 29<sup>th</sup> 2023.....

Signed by:..... [Redacted] .....

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

As Client Authorised Approver for and on behalf of  
AHDB

Date... [Redacted] .....