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# Provision of Public Relation (PR) Agency Support for the MoJ

#### **Letter of Appointment**

This Letter of Appointment is issued in accordance with the provisions of the DPS Contract (Con\_23208) between CCS and the Agency, dated 21<sup>st</sup> December 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:

Order Number:	Con_23208
From:	Ministry of Justice 102 Petty France London SW1H 9AJ
То:	Kindred Agency Ltd First Floor, 10 Queen Street Place London EC4R 1BE

Order Start Date:	21st December 2023
Order Expiry Date:	20 <sup>th</sup> December 2026
Order Initial Period:	3 Years
Order Optional Extension Period:	1 Year + 1 Year

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 Call-Off Schedule 4 – (Call-Off Tender) of this Letter.
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# **DPS Schedule 6 (Letter of Appointment and Order Schedules)** Crown Copyright 2021

	Subsequent calls for Goods or Services shall be priced and agreed using the Statement of Works form as per Annex A of this Letter of Appointment.
Key Staff:	For the Client:
	[REDACTED]
	For the Agency:
	[REDACTED]
Guarantor(s)	Not Applicable
Г	T
Order Contract Charges (including any applicable discount(s), but excluding VAT):	Total contract value: £990,000
Liability	[REDACTED]
Additional Insurance Requirements	N/A
Client billing address for invoicing:	[REDACTED]
Special Terms	N/A

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#### PROGRESS REPORT FREQUENCY (While live)

Daily updates by 5pm.

Weekly coverage report.

#### PROGRESS MEETING FREQUENCY (continuous)

Weekly status meeting.

Monthly strategic planning meeting.

Quarterly forward look and planning meeting.

#### KEY SUBCONTRACTOR(S)

Not Applicable

#### COMMERCIALLY SENSITIVE INFORMATION

#### [REDACTED]

#### 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

Service credits will not be used.

#### 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:

- 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)
    - o Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Order Schedules for Con 23208
    - Order Schedule 1 (Transparency Reports)
    - Order Schedule 2 (Staff Transfer)
    - Order Schedule 3 (Continuous Improvement)
    - o Order Schedule 5 (Pricing Details)
    - Order Schedule 7 (Key Supplier Staff)
    - Order Schedule 8 (Business Continuity and Disaster Recovery)
    - Order Schedule 9 (Security)

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- 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.

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

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Annex A

Statement of Work Template -

[REDACTED]

RM6124 – Communications Marketplace DPS Project Version: v1.0

# **CORE TERMS**

Core Terms	[REDACTED]

#### **JOINT SCHEDULES**

Joint Schedule 1 (Definitions)	[REDACTED]
Joint Schedule 2 (Variation Form)	[REDACTED]
Joint Schedule 3 (Insurance Requirements)	[REDACTED]
Joint Schedule 4 (Commercially Sensitive Information)	[REDACTED]
Joint Schedule 5 (Corporate Social Responsibility)	[REDACTED]
Joint Schedule 7 (Financial Difficulties)	[REDACTED]
Joint Schedule 10 (Rectification Plan)	[REDACTED]
Joint Schedule 11 (Processing Data)	[REDACTED]

# **CALL-OFF SCHEDULES**

Order Schedule 1 (Transparency Reports)	[REDACTED]
Order Schedule 2 (Staff Transfer)	[REDACTED]
Order Schedule 3 (Continuous Improvement)	[REDACTED]
Call-Off Schedule 4 (Call-Off Tender)	[REDACTED]
Order Schedule 5 (Pricing Details)	[REDACTED]
Order Schedule 7 (Key Supplier Staff)	[REDACTED]
Order Schedule 8 (Business Continuity and Disaster Recovery)	[REDACTED]
Order Schedule 9 (Security)	[REDACTED]
Order Schedule 10 (Exit Management)	[REDACTED]
Order Schedule 15 (Order Contract Management)	[REDACTED]
Order Schedule 18 (Background Checks)	[REDACTED]
Order Schedule 20 (Order Specification)	[REDACTED]