

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 Communications Marketplace) between CCS and the Agency, dated 06/09/2021.

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:	Project_21404
From:	Social Mobility Commission
To:	Daughter Studio Ltd

Order Start Date:	06/04/2023
Order Expiry Date:	15/03/2024
Order Initial Period:	Just under 1 year initial contract from 06/04/2023 to 15/03/2024
Order Optional Extension Period:	Possible extensions of 1 year

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]
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Guarantor(s)	N/A

Order Contract Charges (including any applicable discount(s), but excluding VAT):	<p><u>State of the Nation Report</u></p> <p>Initial Design Layout</p> <p>Creative Partner(<div></div>) x <div></div></p> <p>Designer(<div></div>) x <div></div></p> <p>Project Manager(<div></div>) x <div></div></p> <p>TOTAL= <div></div></p> <p>Design Roll-out</p> <p>Creative Partner(<div></div>) x <div></div></p> <p>Copywriter(<div></div>) x <div></div></p> <p>Designer(<div></div>) x <div></div></p> <p>Project Manager(<div></div>) x <div></div></p> <p>TOTAL= <div></div></p> <p>Refinement (x 3 rounds)</p> <p>Creative Partner(<div></div>) x <div></div></p> <p>Copywriter(<div></div>) x <div></div></p> <p>Designer(<div></div>) x <div></div></p>
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	<p>Project Manager() x </p> <p>TOTAL= </p> <p>Artwork (both digital and print)</p> <p>Creative Partner() x </p> <p>Designer() x </p> <p>Artworker() x </p> <p>Proofreader </p> <p>Project Manager() x </p> <p>TOTAL= </p> <p>Report Total = </p> <p><u>Social Media Content</u></p> <p>Static Infographics (x15) inclusion of x3 rounds of refinement</p> <p>Creative Partner() x </p> <p>Designer() x </p> <p>Project Manager() x </p> <p>TOTAL= </p> <p>Animated Infographics (x10) inclusion of x3 rounds of refinement</p> <p>Creative Partner() x </p> <p>Designer() x </p> <p>MotionDesigner() x </p> <p>Project Manager() x </p> <p>TOTAL= </p> <p>Canva Templates inclusion of x3 rounds of refinement</p>
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	<p>Creative Partner() x </p> <p>Designer() x </p> <p>Project Manager() x </p> <p>TOTAL= </p> <p>Social Asset Total = </p> <p>Report Total = </p> <p>Social Asset = </p> <p>Ad hoc design work = </p> <p>Order Total = </p>
Liability	<p>See Clause 11 of the Core Terms</p> <p>Estimated Year 1 Charges: Estimated </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 £5 million or 150% of the Estimated Yearly Charges unless specified in the Order Letter of Appointment.</p>
Additional Insurance Requirements	The Agency must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements).
Client billing address for invoicing:	<p>Social Mobility Commission, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT</p> <p>Please send any invoices to , quoting the purchase order number and order reference number.</p>
Special Terms	N/A

PROGRESS REPORT FREQUENCY

Deliverable 1: State of the Nation 2023 Report Design approx. 200 pages long.

- [REDACTED] by 2nd of May 2023
- [REDACTED] by 12th of May 2023
- [REDACTED] by 30th of June 2023
- [REDACTED] by 7th of July 2023
- [REDACTED] by 17th of July 2023
- [REDACTED] by 19th of July 2023
- [REDACTED]

Deliverable 2: Creation of social media assets to support report promotion via social media channels

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED] by 14th July.

Deliverable 3: Ad hoc design for other report publications

- [REDACTED]

PROGRESS MEETING FREQUENCY

As this work plan is collaborative in nature, there will be a significant level of interaction with SMC's project lead. As a minimum, the successful supplier will be asked to:

- Attend a project kick-off meeting
- Attend weekly status meetings to ensure the project is on track during April - June 2023
- Hold regular video/phone calls and email correspondence with the SMC project lead, as well as others, as needed
- Communicating as needed, when barriers and challenges arise.

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SOCIAL VALUE COMMITMENT

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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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*
 - o *Joint Schedule 2 (Variation Form)*
 - o *Joint Schedule 3 (Insurance Requirements)*
 - o *Joint Schedule 4 (Commercially Sensitive Information)*
 - o *Joint Schedule 5 (Corporate Social Responsibility)*
 - o *Joint Schedule 10 (Rectification Plan)*
 - o *Joint Schedule 11 (Processing Data)*
 - *Order Schedules for RM6124*
 - o *Order Schedule 1 (Transparency Reports)*
 - o *Order Schedule 2 (Staff Transfer)*
 - o *Order Schedule 3 (Continuous Improvement)*
 - o *Order Schedule 5 (Pricing Details)*
 - o *Order Schedule 7 (Key Supplier Staff)*
 - o *Order Schedule 8 (Business Continuity and Disaster Recovery)*
 - o *Order Schedule 10 (Exit Management)*
 - o *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

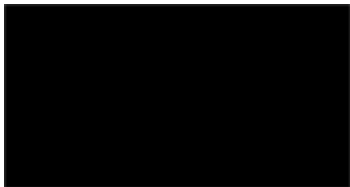
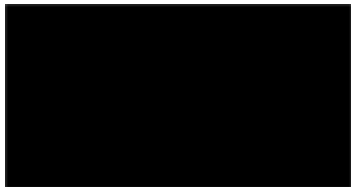






BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into an Order Contract with

DPS Schedule 6 (Letter of Appointment and Order Schedules)

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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

Pitch: 2023-03-26 Social Mobility Commission Pitch_daughter studio.pdf

Project Timinigs: 2023-03-26 SOCIAL MOBILITY - PROJECT TIMINGS_Final.xlsx

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 26.04.23.

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:

The Social Mobility Commission (SMC) monitors progress towards improving social mobility in the UK and promotes social mobility in England. It is an independent statutory body created by an Act of Parliament.

Our aim is to work with responsive suppliers and the Social Mobility Commission is using this process as a means of finding some people we can work with – it might be more than one team to give us resilience. The statutory report - State of the Nation, is the Commission's annual landmark report, and is usually very time sensitive, so would mean that the final copy would only be shared with the winning supplier at the end of May 2023.

In return all we will ask from you in tendering, is any examples of your work (both reports and videos/social media graphics) which are close to the type of product we are looking for and a quote for how much you would charge for the job.

Suppliers must work within the current Social Mobility Commission branding guidelines (a style guide will be sent to the winning supplier).

	<p>The Social Mobility Commission will supply all the text for the report.</p> <p>The Social Mobility Commission will provide all charts and graphs/visualisation of the data in image format (e.g. jpeg, png). These images are not to be amended or redrawn. Adjustments of chart colours where appropriate, are permissible if they can be made to the original image supplied.</p> <p>Aims</p> <ol style="list-style-type: none"> 1. Produce a user-friendly, visually appealing version of our statutory annual report - <i>The State of the Nation 2023</i>. Previous report available here, this year's report should be a light redesign with updated branding where required. Deliver within a tight turnaround with the completed report supplied by mid June 2023. 2. Provide social media assets such as images/ animations / reels in the same style as the State of the Nation report to support the Social Mobility Commission with the promotion and distribution of the report. 3. Work collaboratively with the SMC team to undertake quality assurance during the finalisation process of outputs to make sure that the report is of the best quality. 4. Ensure the Social Mobility Commission and government accessibility standards are met.
Project start Date Notice period for cancellation [Project Notice Period]:	<p>Start Date - 6th April 2023 - 15th March 2023 (fixed term)</p> <p>Notice period for cancellation - 30 days' notice</p> <p>Project Notice Period - 30 days' notice</p>
Overarching Brand/Campaign	Not applicable

Goods or Services

1. State of the Nation 2023 Report Design
approx. 200 pages long.
 - A light redesign of the State of the Nation 2022 report. The general style should be in-keeping with the 2022 report. But, the 2023 report should be given its own identity to differentiate between the two. The report is approx. 200 pages including text and approx 100 graphs/data visualisations. The Social Mobility Commission will provide all charts and graphs/ data visualisations in image format (e.g. jpeg, png). These images are **not to be amended or redrawn**.
 - Sourcing photographic images to support the text - where required. E.g. front cover image.
 - Light copy-editing the report, to ensure typos do not spring up during/between design versions, and to ensure style consistency.
 - Proof-read the report.
 - Final deliverable of output:
 - i. Web-friendly PDF files with interactive links (e.g., links to pages/chapters from the Table of Contents and/or external links) that meet government accessibility criteria. This criteria is set out below.
 - ii. The design files for the report document to enable Social Mobility Commission to make urgent edits post publication
 - Supply print-ready report to Social Mobility Commission print suppliers.
2. Creation of social media assets to support report promotion via social media channels
 - Design 15 graphics for posting on social media
 - Design 8 -10 animated infographics for posting on social media, optimised for sharing on insta grid, reels, stories and twitter
 - Final deliverable of output:

- i. Assets to be supplied as images - e.g. jpeg, png and videos - mp4.
- ii. If possible, canva design software templates would be desirable to ensure consistency for future static twitter graphics and insta posts.

3. Possible ad hoc design work and social media content for unrelated, shorter Social Mobility Commission reports, with no guarantee that this work will be commissioned.

Project Plan:

Deliverable 1: State of the Nation 2023 Report Design approx. 200 pages long.

- [REDACTED] by 2nd of May 2023
- [REDACTED] by 12th of May 2023
- [REDACTED] by 30th of June 2023
- [REDACTED] by 7th of July 2023
- [REDACTED] by 17th of July 2023
- [REDACTED] by 19th of July 2023
- [REDACTED]
- [REDACTED]
- [REDACTED]

Deliverable 2: Creation of social media assets to support report promotion via social media channels

Deliverable 3: Ad hoc design for other report publications

- [REDACTED]

Contract Charges:

1. The Client shall pay the Agency the sum of up to [REDACTED] ex VAT for delivery of these Services payable as outlined below. For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs.

Deliverable 1 - Report Total up to [REDACTED] ex VAT by 31 July 2023

Deliverable 2 - Social Asset up to [REDACTED] ex VAT by 31 August 2023

Deliverable 3 - Ad hoc design for other publications - The Contract Charges shall be calculated using the hourly charge out rates shown in the Daughter Rate Card included within our tender submission, [provided that the total Contract Charges shall not exceed [REDACTED] ex VAT.] For the avoidance of doubt, the Contract Charges shall be inclusive of all third-party costs. Please note that work could decrease based on organisational needs and requirements and final invoice date is 15 March 2024.

Reasonable travelling, hotel, subsistence and other expenses incurred by the agency in connection with the supply of Services and Deliverables, provided that such Expenses have either received the Client Approval or are in accordance with any expenses policies which have been supplied to the agency and set out in the agreed Project Plan.

2. Funds allocated to a particular expenditure heading in the table at paragraph 1 are available for that expenditure heading only. Funds allocated to a particular accounting year are available for that accounting year only. The allocation of funds in the Table may not be altered except with the prior written consent of the Client.

3. The Agency shall maintain full and accurate accounts for the Services against the expenditure headings in paragraph 1. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.

4. The Agency shall permit duly authorised staff or agents of the Client, the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The Client reserves the right to have such staff or agents carry out examinations into the economy, efficiency and

effectiveness with which the Agency has used the Client's resources in the performance of this Contract.

5. Invoices shall be prepared by the Agency 'on the invoice dates specified in paragraph 1' in arrears and shall be detailed against the expenditure headings set out in the Table. The Agency or its nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Agency on the Services in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Client within the terms of another contract.

6. The Client shall, or shall procure that the Department shall, accept and process for payment an electronic invoice submitted for payment by the Agency where the invoice is undisputed and where it complies with the standard on electronic invoicing. For the purposes of this paragraph, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

7. Invoices shall be sent, within 30 days of the end of each invoice date noted in the table to contact@socialmobilitycommission.gov.uk, quoting the **purchase order number, contract reference number** and cc'ing the Project Manager. The Client undertakes to pay, or procure that the Department shall pay, correctly submitted invoices within 5 days of receipt. The Client is obliged to pay, or procure that the Department pays, invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Client. Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is delivered in timing in accordance with the Contract; is for the correct sum; in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/contract reference and has been delivered to the nominated address. If any problems arise, contact the Contract Manager. The Client aims to reply to complaints within 10 working days. The Client shall not be responsible for any delay in payment caused by incomplete or illegible invoices.

	<p>8. The Agency shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Client's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Client shall only be liable for the reimbursement so much (if any) of the expenditure disallowed as, in the Client's reasonable opinion after consultation with the Agency, would reasonably have been required for that purpose.</p> <p>9. If this Contract is terminated by the Client due to the Contractors insolvency or default at any time before completion of the Service, the Client shall only be liable under paragraph 1 for the reimbursement of eligible payments made by, or due to, the Agency before the date of termination.</p> <p>10. On completion of the Services or on termination of this Contract, the Agency shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Services. The final invoice shall be submitted not later than 30 days after the date of completion of the Services.</p> <p>11. The Client shall not be obliged to pay, or procure the payment of, the final invoice until the Agency has carried out all the elements of the Service specified as in Schedule 1.</p> <p>12. It shall be the responsibility of the Agency to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Client or the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Client shall have no further liability for reimbursement of any kind.</p>
Client Assets:	Not applicable
International locations:	Not applicable
Client Affiliates:	Not applicable

Special Terms:

Not applicable

Key Individuals:

[Redacted] – [Redacted]
[Redacted] – [Redacted]
[Redacted] – [Redacted]
[Redacted] – [Redacted]
[Redacted] – [Redacted]

**Authorised
Agency Approver:**

[Redacted] – [Redacted]

**Authorised Client
Approver:**

[Redacted] – [Redacted]
[Redacted] – [Redacted]
[Redacted] – [Redacted]

Signed by:

[Redacted]

by (print name):

[Redacted]

As Agency Authorised Approver for and on behalf of
[Agency]

Date: **26.04.23**

Signed by:

[Redacted]

by (print name):

[Redacted]

As Client Authorised Approver for and on behalf of
[Client]

Date: 26/04/2023