# DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

#### Part 1: Letter of Appointment



**Dear Sirs** 

#### **Letter of Appointment**

This letter of Appointment dated 26<sup>th</sup> May 2021, is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	TBC		
From:	AHDB ("Customer")		
То:	OMB Research Ltd. ("Supplier")		
Effective Date:	1 <sup>st</sup> October 2021		
Expiry Date:	End date of Initial Period: 30th September 2022		
	There will be no further extensions after this date		
Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by:		
	The Customer's Project Specification		
	The Supplier's Proposal		
	1		
Key Individuals:			

[Guarantor(s)]	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	Costs Our costs (excluding VAT) for this 2022 wave of research are detailed below:      Cost (exc. VAT)  2022 FEP research – Total Cost - 420 levy payer & 70			
	stakeholder interviews			
	Alternative cost options:  Cost (exc. VAT)  Alternative cost based on 280 levy payer & 70 stakeholder interviews (e			
	Cost per additional levy payer interview  Cost per additional stakeholder interview			
	All the above costs are based on the methodology and assumptions set out in our FEP 2019-2021 proposal.			
Insurance Requirements	Additional public liability insurance to cover all risks in the performance of the Contract, with a minimum limit of £5 million for each individual claim			
	Additional employers' liability insurance with a minimum limit of £10 million indemnity			
	Additional professional indemnity insurance adequate to cover all risks in the performance of the Contract with a minimum limit of indemnity of £2 million for each individual claim.  Product liability insurance cover all risks in the provision of Deliverables under the Contract, with a minimum limit of £5million for each individual claim.			
Liability Requirements	Suppliers limitation of Liability (Clause 18.2 of the Contract Terms);			
Customer billing address for invoicing:	AHDB, Stoneleigh Park, Kenilworth, Warwickshire, CV8 2TL			

Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	Please note: It is unlikely that any works for and will be required throughout the course of this contract extension
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#### **FORMATION OF CONTRACT**

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.

The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt

For and on behalf of the Supplier: For and on behalf of the Customer:

Name and Title:	Name and Title:	
Signature:	Signature:	
Date:	Date:	

#### ANNEX A

## **Customer Project Specification**

To be determined by the Customer at Call for Competition stage

As per original specification in 2018

#### ANNEX B

## **Supplier Proposal**

To be determined at Call for Competition stage



### Part 2: Contract Terms

