

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

### Letter of Appointment

This Letter of Appointment is issued in accordance with the provisions of the DPS Contract RM6124 between the Client and the Agency, dated **Wednesday 23<sup>rd</sup> August 2023**.

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




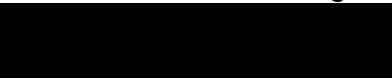
### ORDER:

<b>Order Number:</b>	BE23095
<b>From:</b>	UK Research & Innovation – Innovate UK of Polaris House, North Star Avenue, Swindon, Wiltshire.
<b>To:</b>	Copper Consultancy Limited – Third Floor South, 49 Carnaby Street, London, W1F 9PY.

<b>Order Start Date:</b>	01 <sup>st</sup> September 2023
<b>Order Expiry Date:</b>	05 <sup>th</sup> April 2024
<b>Order Initial Period:</b>	7 Months
<b>Order Optional Extension Period:</b>	2 x Optional 6-month extensions subject to budget approval.
<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>  <b>For the Agency:</b> 
<b>Guarantor(s)</b>	Not Applicable
<b>Order Contract Charges (including any applicable discount(s), but excluding VAT):</b>	<p>£41,650.00 excluding VAT For the initial 7-month period.</p> <p>There is also provision for two further extensions although there is no commitment to utilise these extensions as they are subject to budget approval and confirmation to proceed by the Contracting Authority.</p> <p>The Contracting Authority reserves the right to conclude the Contract after the initial call off period.</p> 
<b>Liability</b>	<p>See Clause 11 of the Core Terms</p> <p>Estimated Year 1 Charges:</p> 
<b>Additional Insurance Requirements</b>	Not Applicable

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<b>Client billing address for invoicing:</b>	All invoices should be sent to <a href="mailto:finance@uksbs.co.uk">finance@uksbs.co.uk</a> or UK Research and Innovation (UKRI), Polaris House, North Star Avenue, Swindon. Wiltshire. SN2 1FL. A copy of the invoice should also be sent to the Project Manager [REDACTED]
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<b>Special Terms</b>	Not Applicable
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**PROGRESS REPORT FREQUENCY**

Monthly - On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

Weekly – On the first working day of the week

**KEY SUBCONTRACTOR(S)**

Not Applicable.

**COMMERCIALLY SENSITIVE INFORMATION**

As per DPS Joint Schedule 4 - Commercially Sensitive Information

**SOCIAL VALUE COMMITMENT**

Not Applicable

**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 7 (Financial Difficulties)*
    - *Joint Schedule 10 (Rectification Plan)*
    - *Joint Schedule 11 (Processing Data)*
  - *Order Schedules for BE23095*
    - *Order Schedule 1 (Transparency Reports)*
    - *Order Schedule 2 (Staff Transfer)*
    - *Order Schedule 3 (Continuous Improvement)*
    - *Order Schedule 5 (Pricing Details)*
    - *Order Schedule 7 (Key Supplier Staff)*

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- *Order Schedule 9 (Security)*
  - *Order Schedule 20 (Brief)*
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:	25/08/2023	Date:	25/08/2023

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**ANNEX A**

**Agency Proposal**

As per Order Schedule 4 (Proposal).