

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment – dated 28th March 2024



Dear Sirs

Letter of Appointment

This letter of Appointment dated 3rd 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:	██████████
From:	AHDB ("Customer")
To:	TWO EARS ONE MOUTH LTD ("Supplier")

Effective Date:	28 th March 2024
Expiry Date:	End date of Initial Period 6 th September 2024 This is to cover until the 6 th September 2024, during this time a new tendering exercise will be put out against framework RM6126

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: Supplier's Proposal attached at Annex B Additional work to cover marketing evaluation and campaign creative testing occurring between May-August 2024 while a larger re-tender on the existing agreement is taking place. Work to be covered:
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	<p>Marketing have key bursts of Let's Eat Balanced (LEB) in June and Pork in July, both require pre-post evaluation to measure the impact of levy funded activity with consumers.</p> <p>This covers three separate projects components which include:</p> <ul style="list-style-type: none">• LEB pre-post including sample boosts [REDACTED]• Pork Pre Post (with sample boost) [REDACTED]• A two staged Pork creative testing [REDACTED] occurring either side of the contract expiry date.
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Key Individuals:	<p><u>AHDB team</u></p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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[Guarantor(s)]	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	<div> <div></div> </div>
Insurance Requirements	<p>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</p> <p>Additional employers' liability insurance with a minimum limit of £10 indemnity</p> <p>Additional professional indemnity insurance adequate to cover all risks in the performance of the Contract with a minimum limit of indemnity of £3 million for each individual claim.</p> <p>Product liability insurance cover all risks in the provision of Deliverables under the Contract, with a minimum limit of £1 million for each individual claim</p>
Liability Requirements	Suppliers limitation of Liability (Clause 18.2 of the Contract Terms)
Customer billing address for invoicing:	AHDB

GDPR	Contract Terms Schedule 7
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	N/A

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.

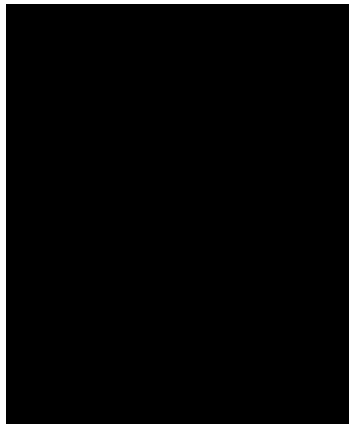
The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.

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:

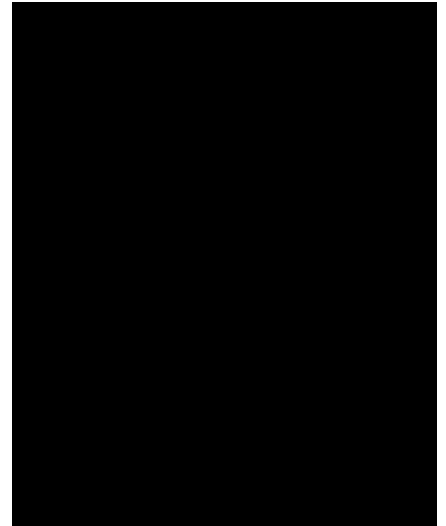
Name and Title:

A large black rectangular box used to redact the signature and name of the Supplier.

Signature:

Date:

Name and Title:

A large black rectangular box used to redact the signature and name of the Customer.

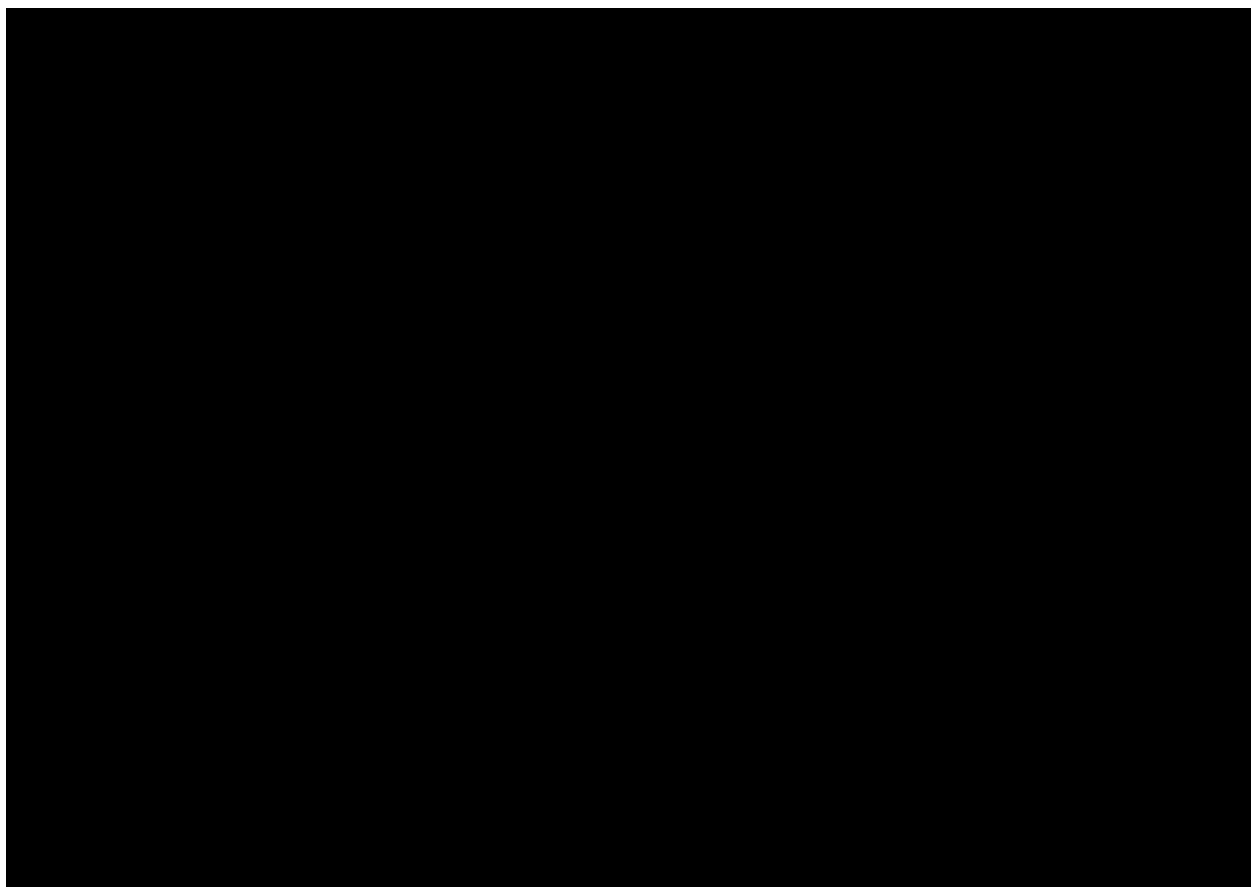
Signature:

Date:

ANNEX A

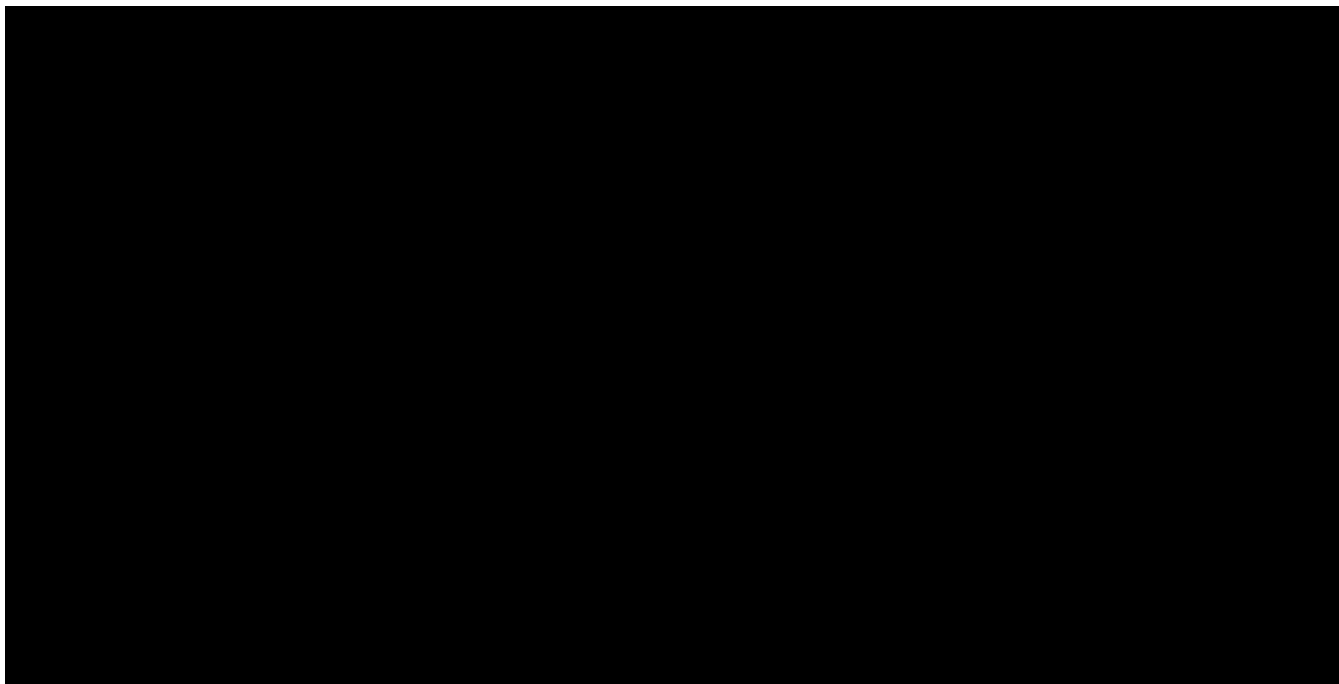
Customer Project Specification

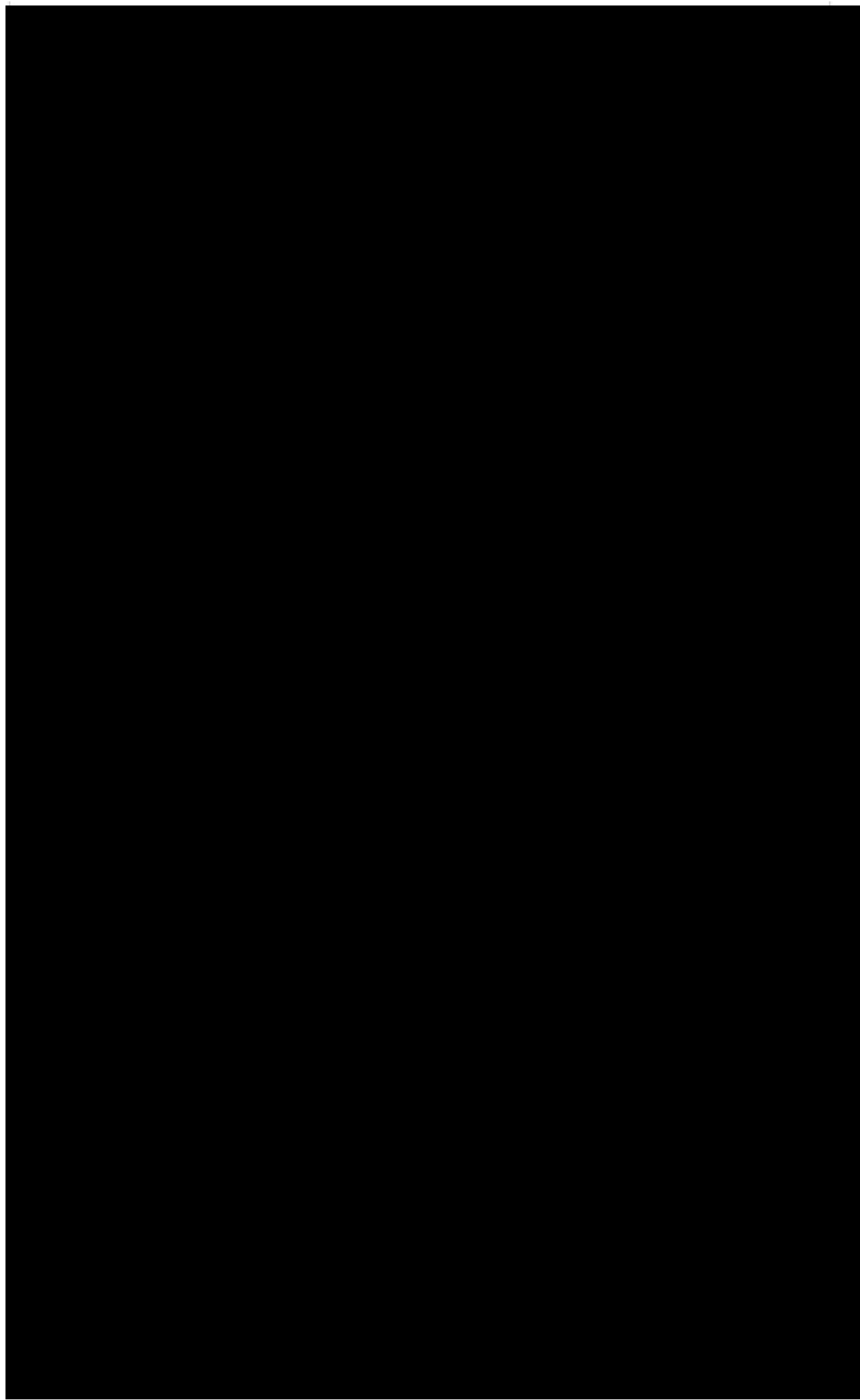
To be determined by the Customer at Call for Competition stage

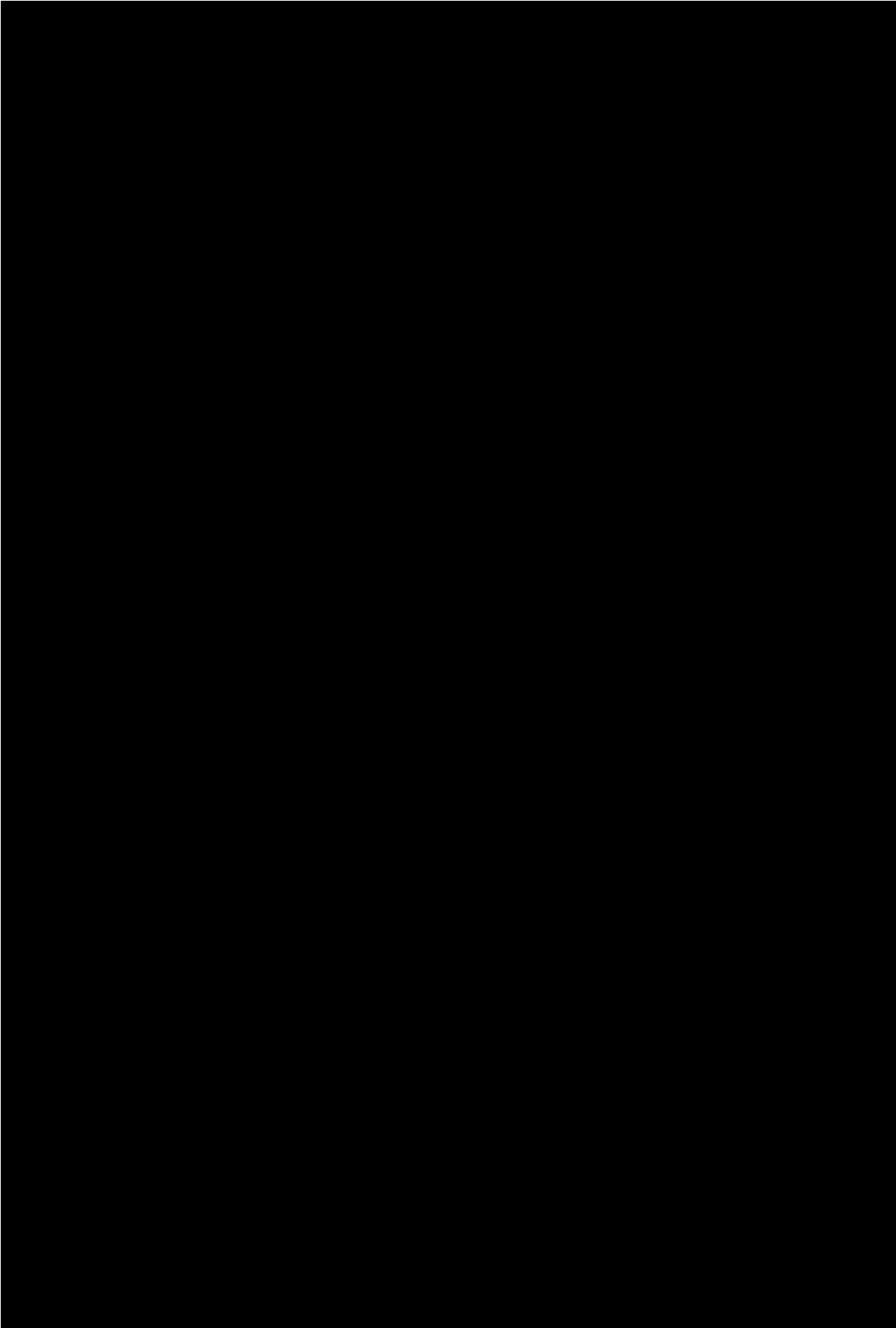


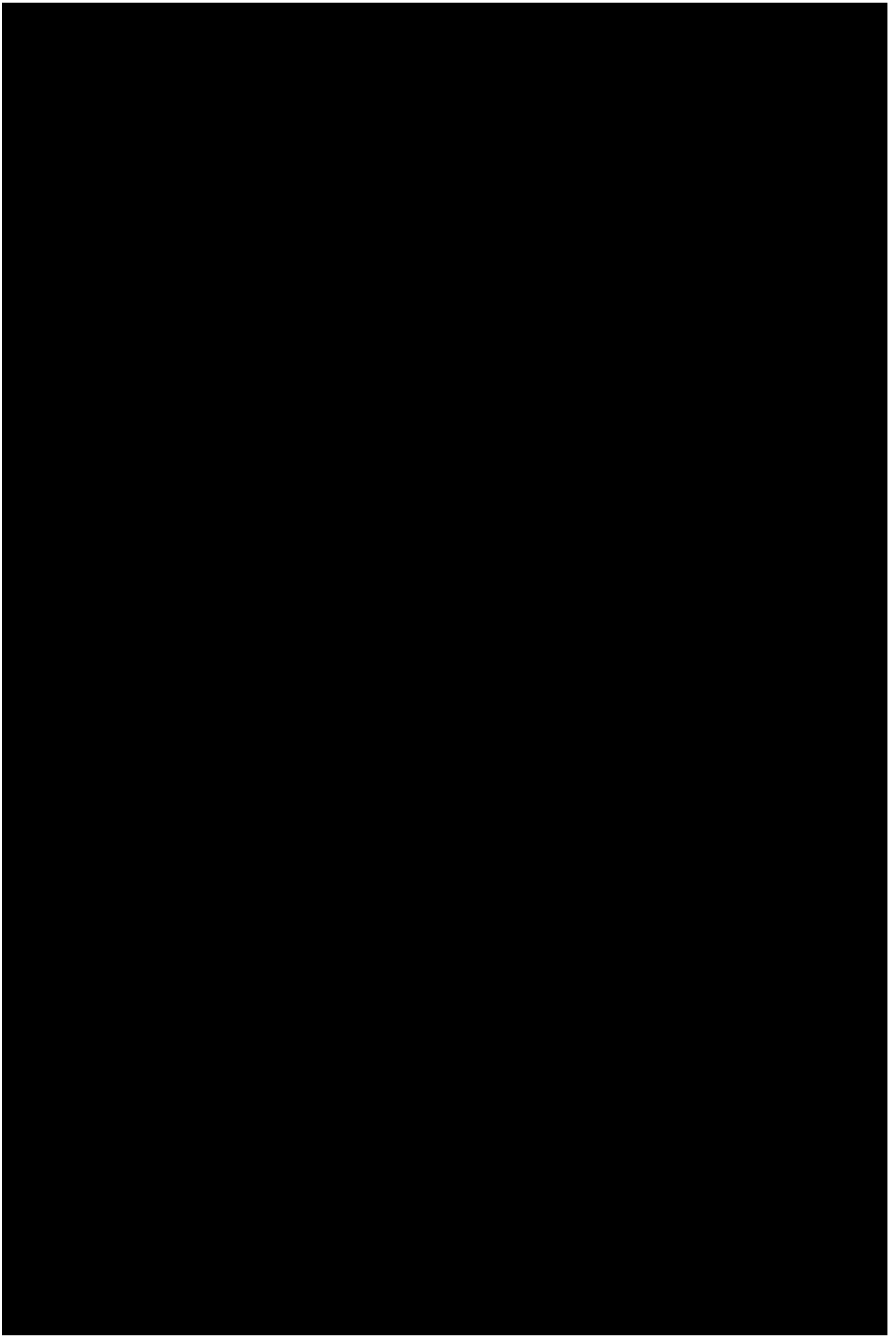
ANNEX B

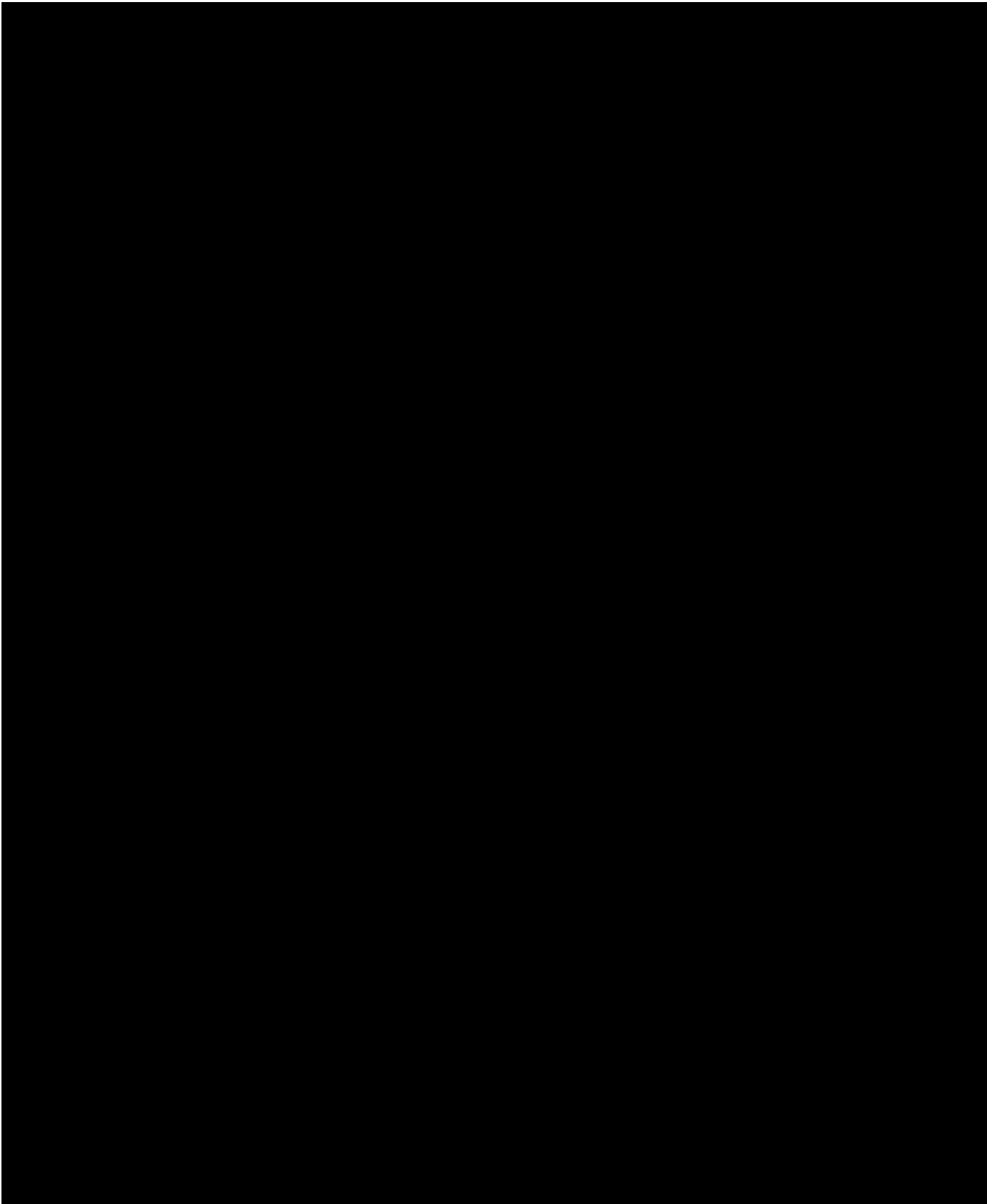
Supplier Proposal

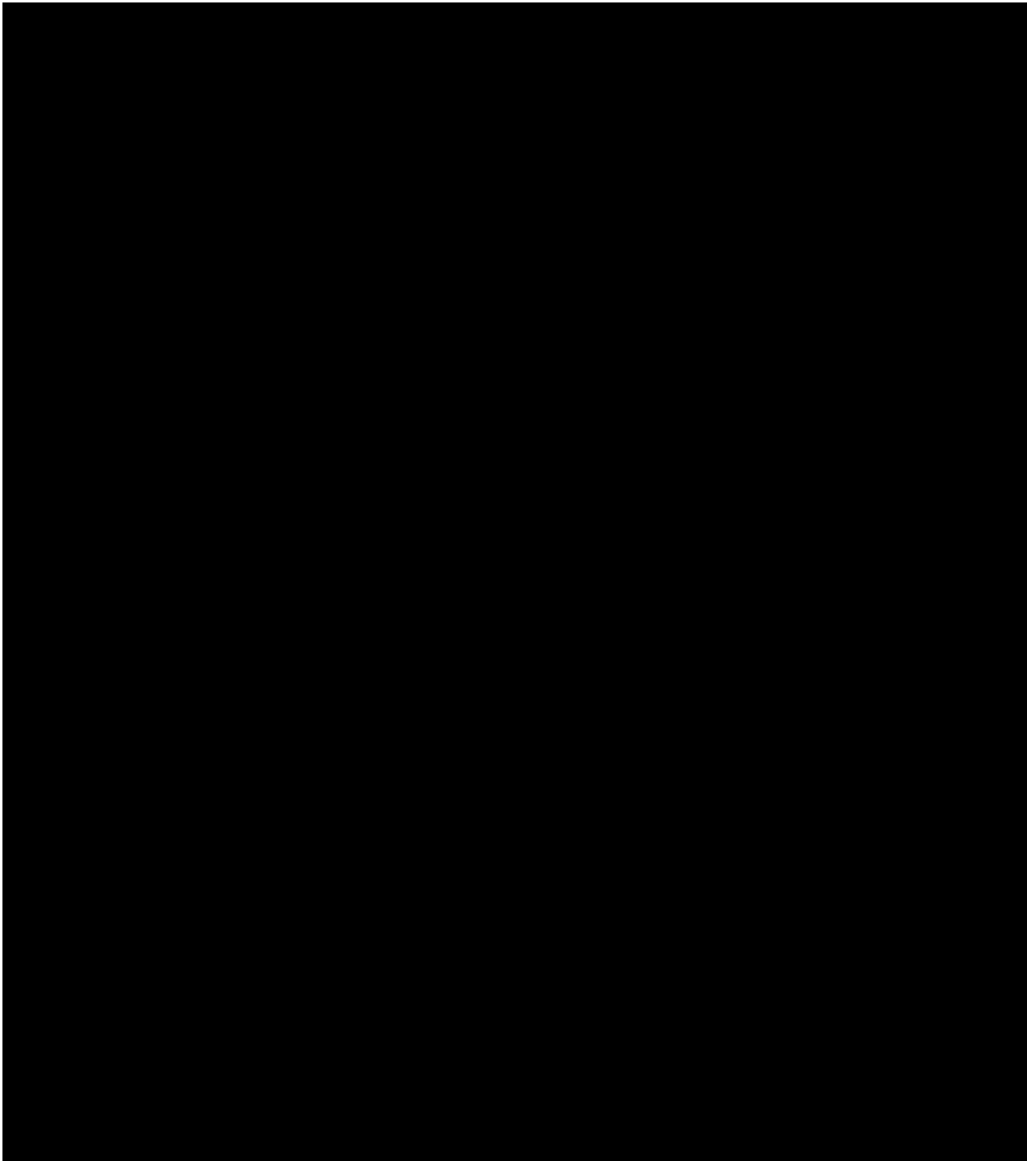


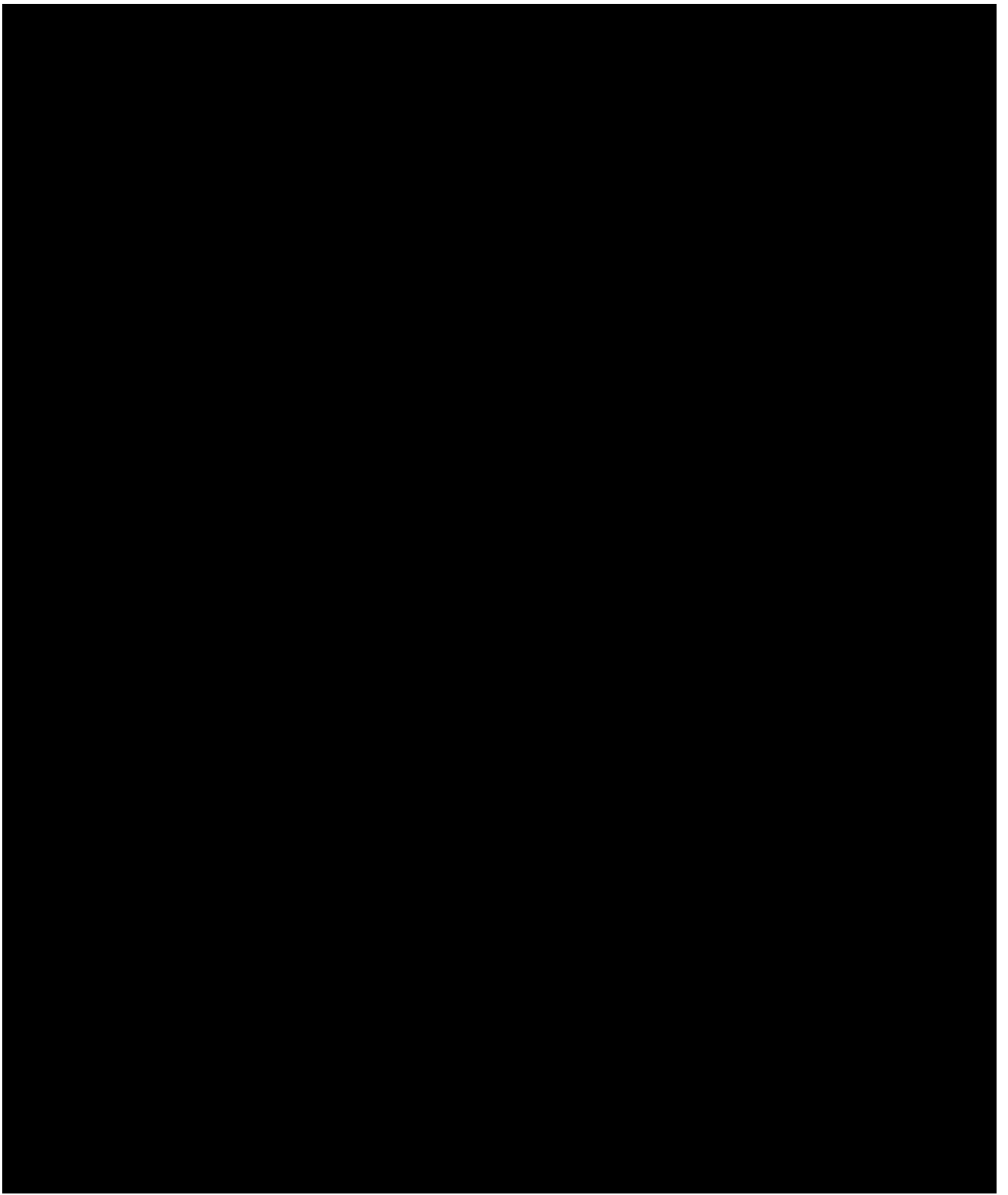


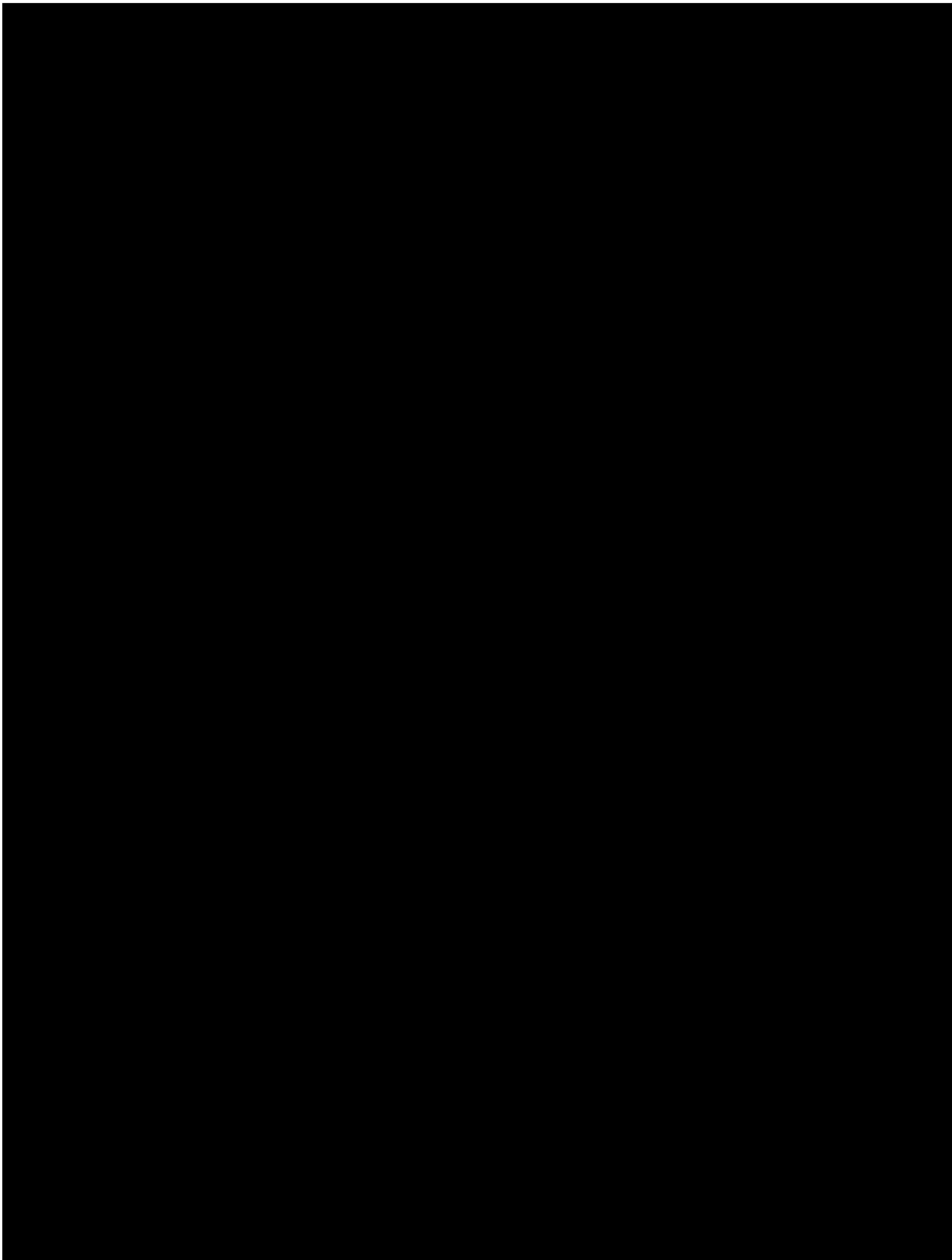


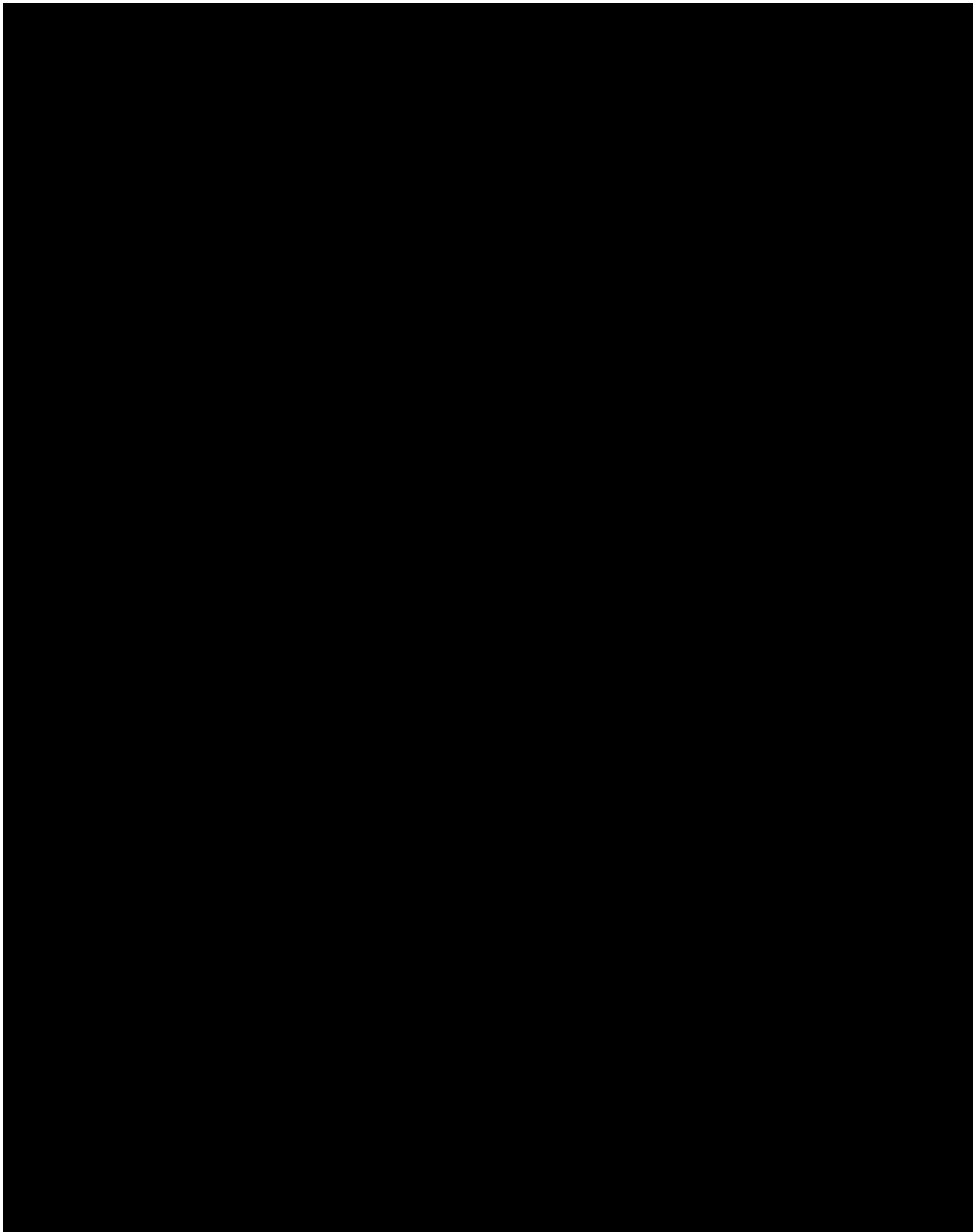


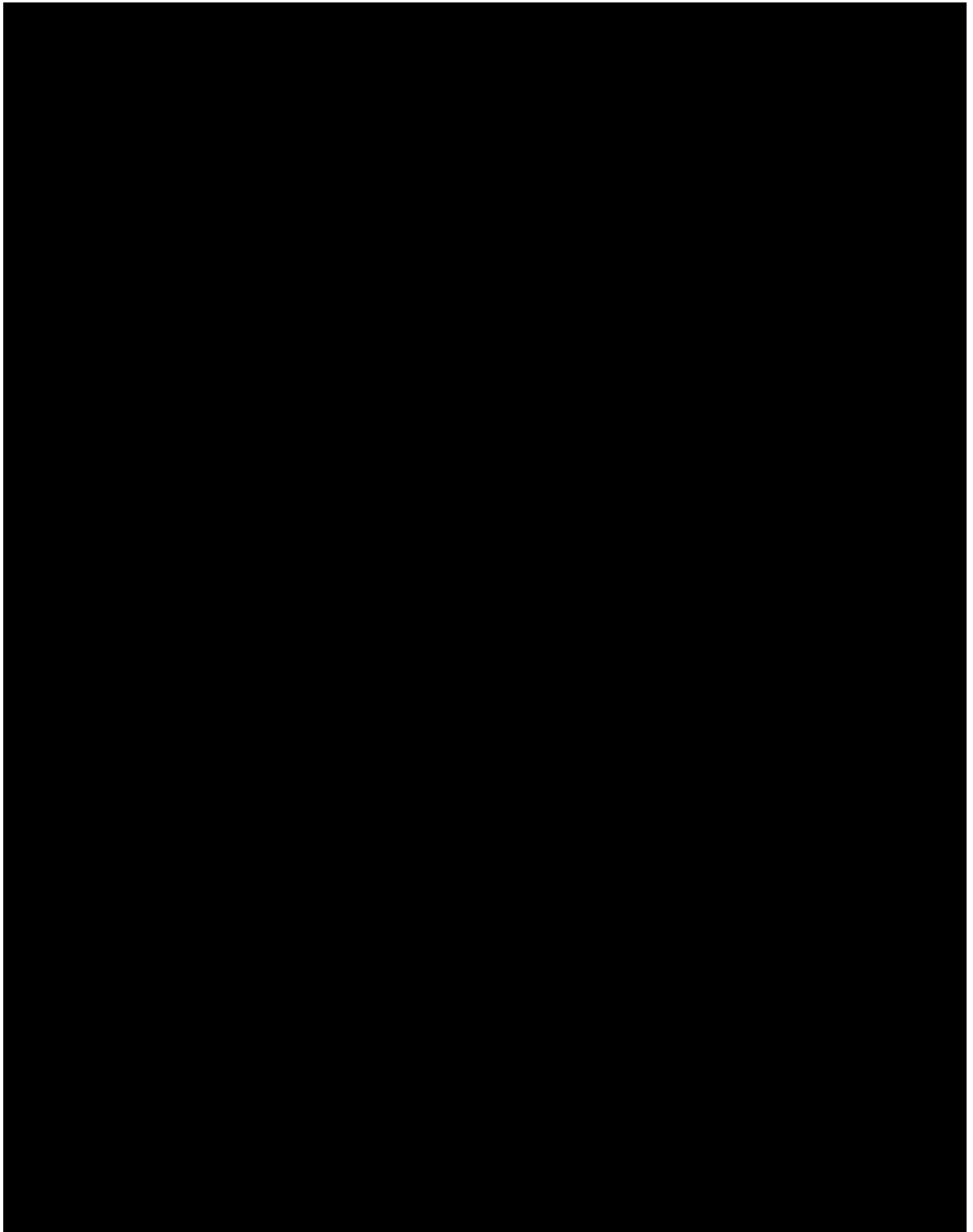


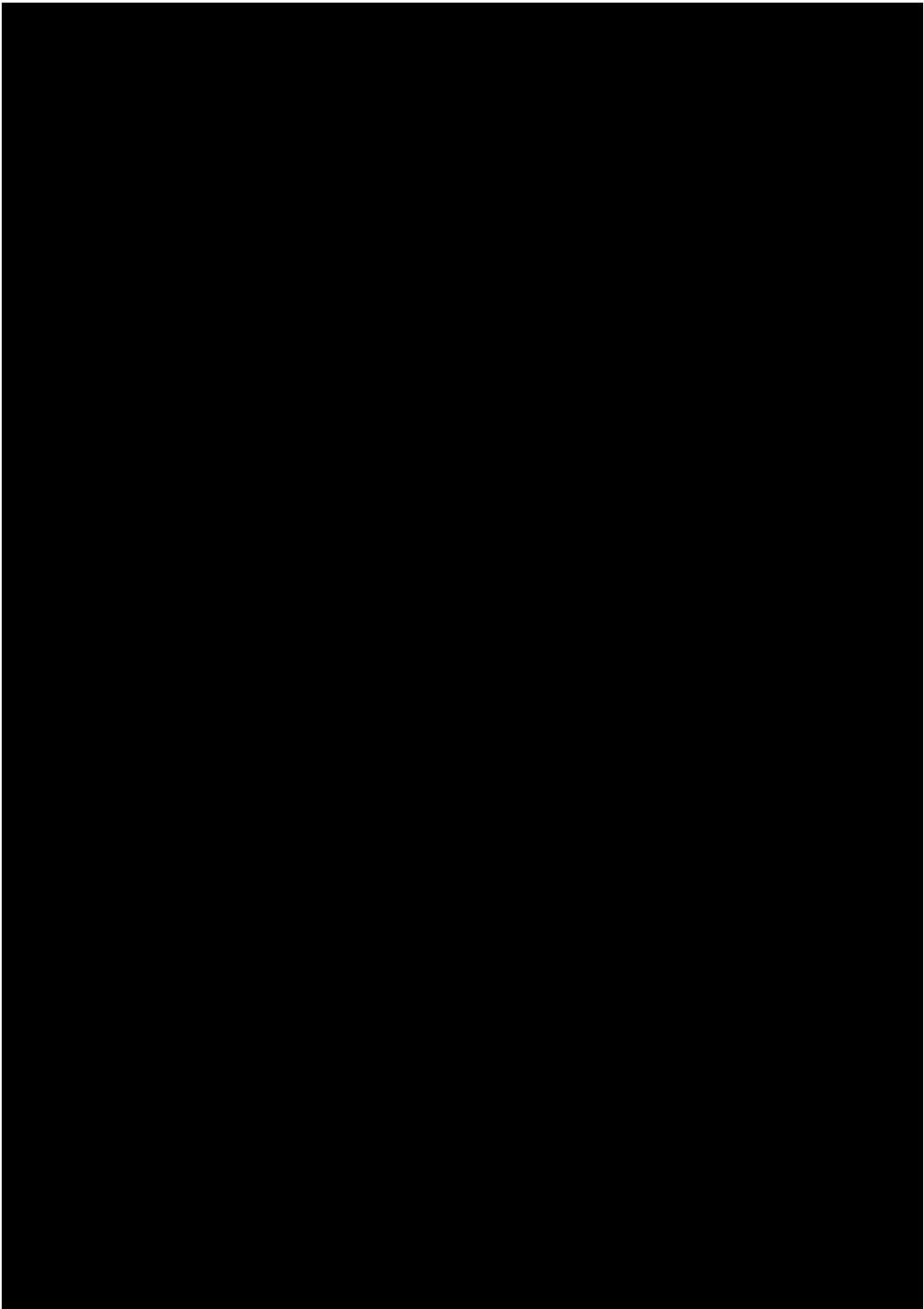


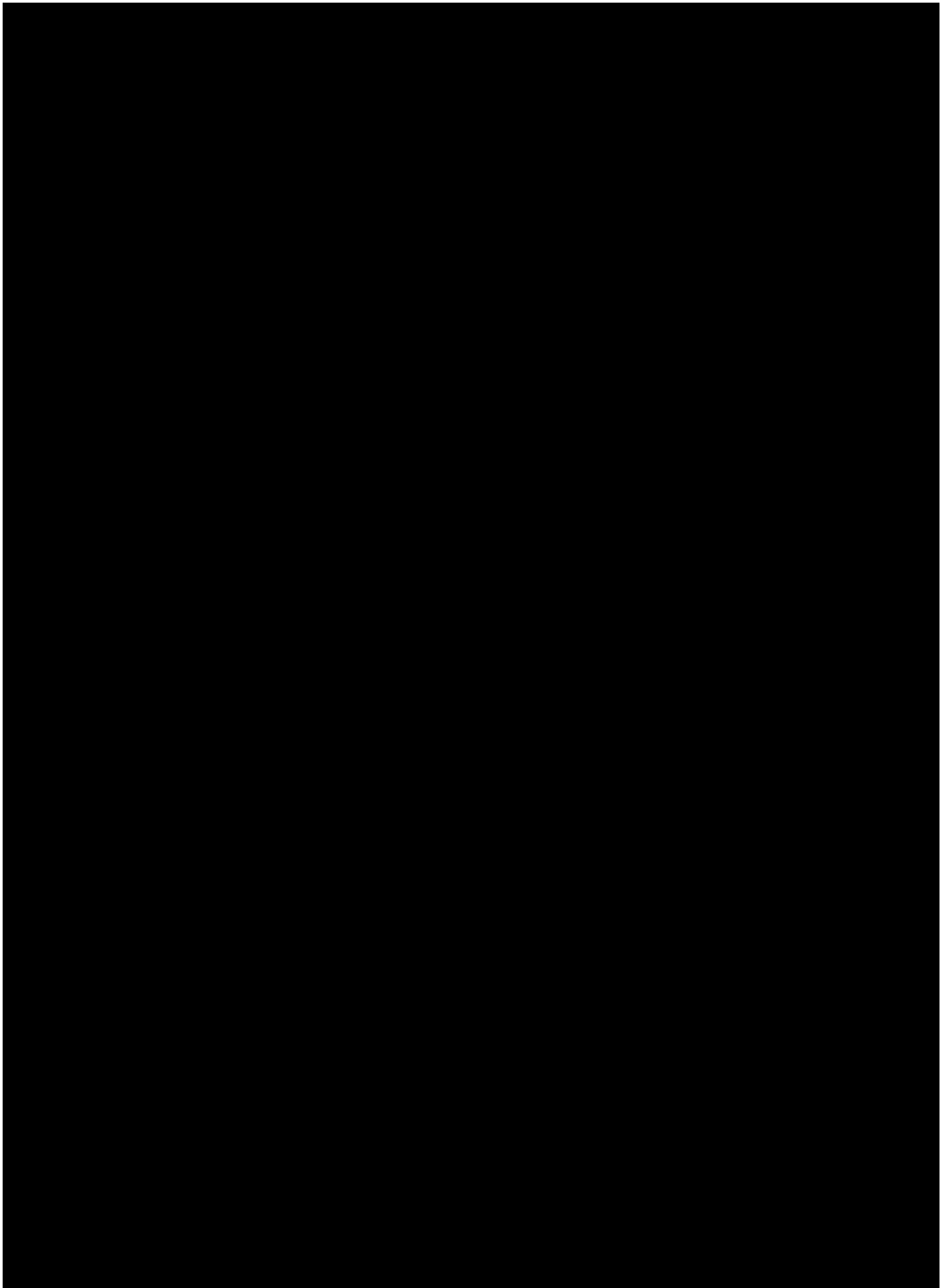


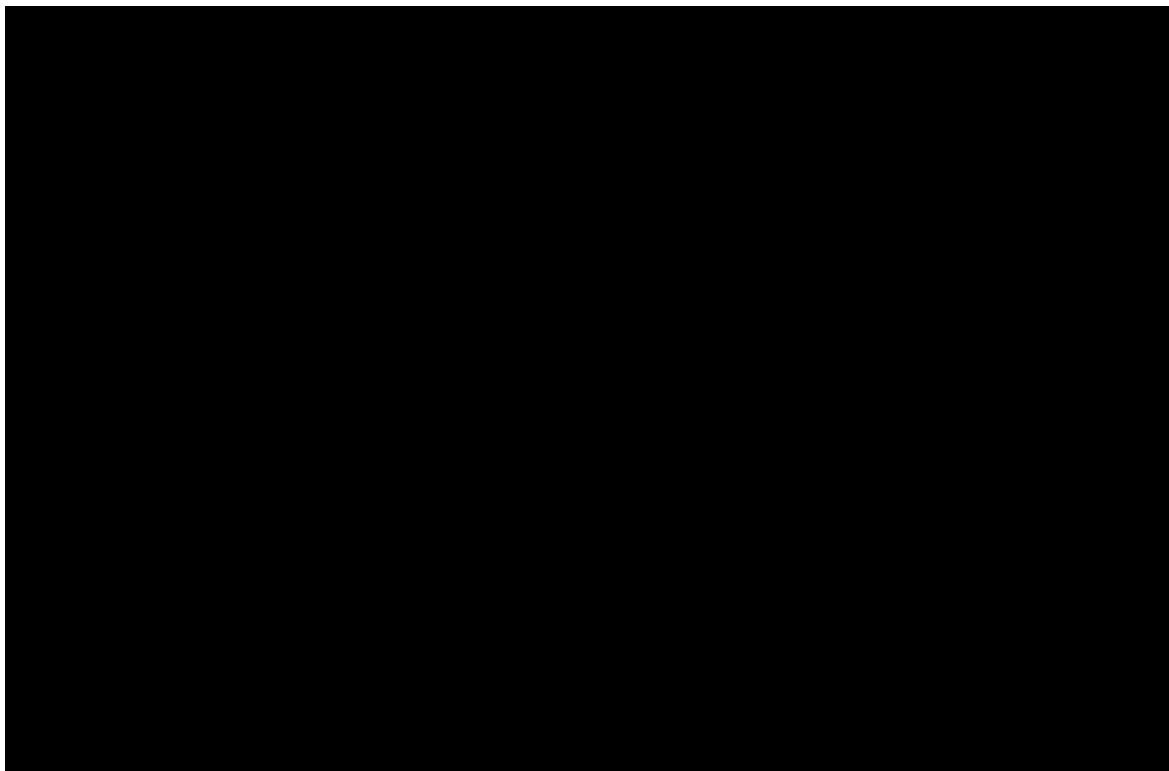












Part 2: Contract Terms



Contract Terms v6.0