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

#### Part 1: Letter of Appointment



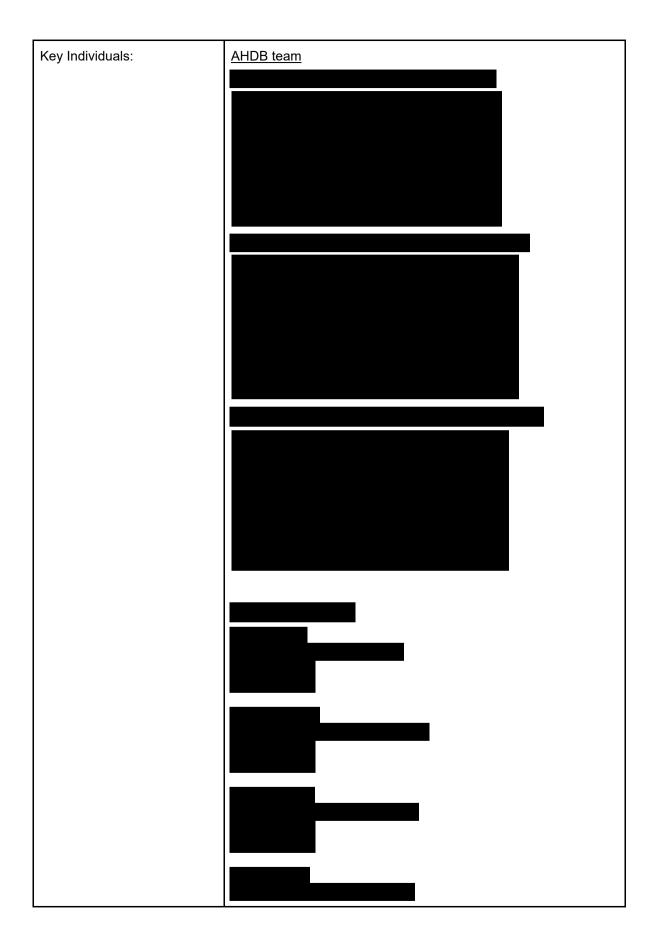
Dear Sirs

#### **Letter of Appointment**

This letter of Appointment dated 3<sup>rd</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:	TWO EARS ONE MOUTH LTD ("Supplier")	
Effective Date:	17 <sup>th</sup> May 2021	
Expiry Date:	End date of Initial Period 16 <sup>th</sup> May 2022	
	End date of Maximum Extension Period 16 <sup>th</sup> May 2024 (this will be in yearly extensions of 12 months each 1+1)	
	Minimum written notice to Supplier in respect of extension:3 months	
	Minimum written notice to Supplier in respect of cancellation/termination: 3 months	
Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by:	
	· the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B	



[Guarantor(s)]	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	AHDB summary costing table: Campaign Research Costing Table Agencies to populate cells marked in red and send alongside proposal. Please leave formula/boxes  Campaign Evaluation  Pre-wave Post Wave TOTAL - Pre-post  Rate Card (post - optional additional waves) Cost per wave*  TOTAL CAMPAIGN EVALUATION ELEMENT (Scoring purposes uses one additional wave)  Campaign development - Qualitative Option 1 Early-stage Qualitative Concept development (3 routes) Option 2 Qualitative Executional development (single route)	Cost
	TOTAL Campaign development Qualitative  Campaign development –Quantitative  Option 3 Quant Message testing  Option 4 Quantitative pre-testing (light)  Option 5 Quantitative pre-testing (full)  TOTAL Campaign development Quantitive  Total available spend/cost across types of research options	Costs
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 indemnity 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.  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	
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	

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

#### FORMATION OF CONTRACT

For and on behalf of the Supplier:

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 Customer:

Name and Title:	Name and Title:	
Signature:	Signature:	
Date: 04/05/2021	Date:	

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#### ANNEX A

## **Customer Project Specification**

To be determined by the Customer at Call for Competition stage



#### ANNEX B

## **Supplier Proposal**

To be determined at Call for Competition stage



### Part 2: Contract Terms

