

Fleetwood Strategy Limited
The Mill Pury Hill Business Park
Alderton Road
Towcester
NN12 7LS

8th December 2020

Dear **REDACTED TEXT**

Direct Award of Contract – CCMK20A03 Research into Government Communications for Covid-19 Updates

I am writing to confirm to you the award by **the Cabinet Office (CO)** (the “**Customer**”) of a contract to Fleetwood Strategy Limited to provide extremely urgent deliverables as part of the response to unforeseeable consequences of the COVID-19 pandemic on the terms set out in this letter (the “**Contract**”).

Due to unforeseeable urgency resulting from the current COVID-19 pandemic, **the Cabinet Office (CO)** is satisfied that the tests permitting use of the negotiated procedure without prior publication (Regulation 32(2)(c) of the Public Contracts Regulations 2015) were met in relation to this Contract and is satisfied there was a lawful basis for awarding the Contract under the Public Contracts Regulations 2015 and/or any applicable procurement rules.

The Contract

In the light of the extreme urgency of the current situation, the Contract is based on the DPS Contract’s Contract Terms as follows:

1. The Supplier shall supply the Services and the Deliverables to complete the Project as specified in Annex A to this letter as if Annex A to this letter was each of a Letter of Appointment and a Statement of Work for the Project comprising of each of a Customer Project Specification and a Supplier Proposal.
2. The Contract Charges relating to the Project are specified in Annex A to this letter.
3. The Special Terms set out in the Statement of Works at Annex A to this letter apply to the Contract. The Special Terms set out in Annex A to this letter are terms of this letter.
4. The Effective Date of the Contract will be **23rd April 2020**.
5. The Customer and the Supplier acknowledge and agree that:
 - 5.1. each of the Effective Date and the Project Commencement Date occurred before the date on which the Parties documented the terms of the Contract;
 - 5.2. the terms of the Contract documented in this letter are all of the terms upon which the Parties agreed to contract on and from the Effective Date; and
 - 5.3. no other written or oral agreements, representations or understandings exist between them in respect of the subject-matter of this Contract.
6. The Expiry Date of the Contract was **19th June 2020**.
7. This Contract is not conditional upon the receipt of a Guarantee.

8. The documents from the DPS Contract specified in Annex B to this letter are incorporated into the Contract (the **"Incorporated Documents"**). If any of the Incorporated Documents conflict with any of the terms of this letter, the terms of this letter prevail.
9. References in the Contract Terms to "Agreement" shall be read as references to this Contract.
10. References in the Incorporated Documents to "Letter of Appointment" shall be read as references to this letter.
11. "Force Majeure", as defined in paragraph 1.6 of Schedule 1 of the Contract Terms, shall exclude any acts, events, omissions, happenings or non-happenings arising out of or in connection to either or both coronavirus (the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)) and/or COVID-19 (the official designation of the disease which can be caused by coronavirus).
12. For the avoidance of doubt, the DPS Contract and any provision of any Incorporated Document which relates only to the DPS Contract (other than clauses Clause 6 of the DPS Contract, DPS Schedule 5 (Management Charge and Information) and the corresponding definitions contained in DPS Schedule 1 (Definitions and Interpretation) which are incorporated into the Contract by paragraph 14 below) are not incorporated into the Contract.
13. In spite of paragraph 12 above, the Customer and the Supplier agree that:
 - 13.1. clause 6 of the DPS Contract;
 - 13.2. DPS Schedule 5 (*Management Charge and Information*); and
 - 13.3. all definitions for terms defined in DPS Schedule 1 of the DPS Contract which are capitalised and used in clause 6 of the DPS Contract and DPS Schedule 5 (Management Charge and Information),are incorporated into this Contract so that:
 - A. the Supplier shall on receipt of an invoice from the Crown Commercial Service ("**CCS**") for the Management Levy, pay the Management Levy and provide Management Information using the process in clause 6 of the DPS Contract; and
 - B. the Customer and the Supplier agree that clause 28 of the Contract Terms (*Third Party Rights*) apply to this paragraph 13 to the extent necessary to ensure that CCS will have the right to enforce any obligation owed to it by the Supplier under this paragraph 13 in its own right under section 1(1) of the Contract (Rights of Third Parties) Act 1999.
14. References to "Contract" in the clauses and schedules of the DPS Contract which are incorporated into this Contract by paragraph 14 above shall be read as references to this Contract.
15. If the Customer and the Supplier enter into the Contract, the Customer and the Supplier will, each at their own expense, do all acts and things necessary or desirable to give effect to the Contract.

Accepting the offer of the Contract

In the circumstances, **the Cabinet Office (CO)** entered into the Contract on 23th April 2020 by an exchange of emails between the Parties.

Please confirm that you accepted the Contract terms on that date by email to **REDACTED TEXT**, using the heading "**URN CCMK20A02 – Acceptance of Contract Terms**". To do this, please respond to the email issued to you by CCS regarding this Contract.

To assist us in managing the process, please respond by midday on **9th December 2020**.

Please state the following in your email:

*"I refer to your letter dated **19th November 2020** (the "**Letter**") in respect of the contract **CCMK20A02 Research into Government Communications for Covid-19 Updates** which incorporates terms from Research Marketplace Dynamic Purchasing System RM6018 as set out in the Letter (the "**Contract**"). A copy of the Letter*

*is attached to this email. I confirm that, on 23rd April 2020 I accepted the terms of the Contract for and on behalf of **Fleetwood Strategy Limited**, and that the Contract took effect on and from that date."*

Please make sure that your name and job title are included in the email and attach a copy of this letter to your email.

If we are not sufficiently clear whether or not you confirm that you accepted the terms of the Contract on 23rd April 2020 we will contact you again to ask for clarification.

Contract management information

In order to make the Contract operate as designed using the terms incorporated by reference from the DPS Contract, you will need the information set out in Annex C to this letter.

Please provide the following information with your email confirmation of acceptance:

- Authorised Supplier Approver (name, role, email address and address)
- Commercially Sensitive Information (not applicable or insert your Commercially Sensitive Information)
- Key Individuals (name, role, email address and address)
- Supplier Address (registered address if registered)
- Registration number (registration number if registered)
- DUNS number (if known)
- SID4GOV ID (if known)

If you have any queries, please contact the team on **REDACTED TEXT**, referencing "CCMK20A02".

Yours sincerely,

REDACTED TEXT

Annex A
Project, Services and Deliverables, Contract Charges and Special Terms

Project:	See Appendix A – Statement of Requirements
Project Commencement Date:	23 rd April 2020
Project Completion Date:	19 th June 2020
Project Term:	The Contract shall commence on 23 rd April 2020 and conclude on 7 th May 2020 retrospectively. There is no option to extend this Contract.
Project Notice Period:	<i>Not Applicable.</i>
Services & Deliverables:	See Appendix A – Statement of Requirements.
Inclusion of Additional Schedules	The following Schedule are incorporated into this Scope of Work: See Appendix B – Fleetwood Strategy’s Project Proposal
Project Plan:	See Appendix A – Statement of Requirements.

Contract Charges:	The total cost of this Contract £123,500.00 excluding VAT but including all other delivery related expenses. See Appendix C – Price Schedule for further detail.
Customer Materials:	Not Applicable.
International locations	Not Applicable.
Customer Affiliates:	Not Applicable.
Special Terms:	Not Applicable.
Authorised Customer Approver:	<p>Person(s) who have the authority to agree day-to-day decisions on behalf of the Customer for this project:</p> <p>Nicola Westmore – Deputy Director</p>

Annex B Incorporated Documents

The documents specified in this Annex B are incorporated into the Contract from the DPS Contract.

Where numbers are missing, those schedules are not included. If the Incorporated Documents conflict with each other, the following order of precedence applies:

1. *The Contract Terms from RM6018*
2. *The following Schedules to the Contract Terms in equal order of precedence:*
3. *The Schedules from the Contract Terms for RM6018*
 - *Schedule 4 (Dispute Resolution Procedure)*
 - *Schedule 5 (Variation Form)*
 - *Schedule 7 (Processing, Personal Data and Data)*
4. *DPS Schedules for RM6018*
 - *DPS Schedule 9 (Guarantee)*

No other Supplier terms are part of the Contract. That includes any terms written in the email accepting the offer of the Contract or presented at the time of delivery.

The Incorporated Documents can be found at <https://www.crowncommercial.gov.uk/agreements/RM6018>

Annex C
Contract Management Information

CUSTOMER CONFIDENTIAL INFORMATION

Not Applicable

CUSTOMER'S INVOICE ADDRESS:

Eliot Hobden – eliot.hobden@cabinetoffice.gov.uk

CUSTOMER'S SECURITY POLICY

Not Applicable.

INSURANCE REQUIREMENTS

- 1.1. The Supplier will hold insurance policies to the value sufficient to meet its liabilities in connection with this Contract (including any specific insurance requirements as are set out in the Statements of Work). The Supplier will provide the Customer with evidence that such insurance is in place at the Customer's request.
- 1.2. The Supplier will effect and maintain the policy or policies of insurance as stipulated in the Letter of Appointment.
- 1.3. If, for whatever reason, the Supplier fails to comply with the provisions of this Clause the Customer may make alternative arrangements to protect its interests. If the Customer does so, it may recover the premium and other costs of such arrangements as a debt due from the Supplier.
- 1.4. Any insurance effected by the Supplier will not relieve it of any liability under this Contract. It is the Supplier's responsibility to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability in relation to the performance of its obligations under this Contract.
- 1.5. The Supplier must ensure that the policies of insurance it holds pursuant to this Clause are not cancelled, suspended or vitiated. The Supplier will use all reasonable endeavours to notify the Customer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any circumstance whereby the relevant insurer could give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

MAXIMUM LIABILITY

- 1.1. Nothing in this Contract will exclude or in any way limit either Party's liability for fraud, death or personal injury caused by its negligence.
- 1.2. Subject always to Clauses 1.6 and 1.8, the maximum amount the Supplier can be liable for in respect of all Defaults shall in no event exceed:
 - 1.2.1 in relation to any Defaults occurring from the Effective Date to the end of the first Contract Year, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract Charges estimated by the Customer for the first Contract Year;
 - 1.2.2 in relation to any Defaults occurring in each subsequent Contract Year that commences during the remainder of the Term, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract Charges payable to the Supplier under this Contract in the previous Contract Year; and
 - 1.2.3 in relation to any Defaults occurring in each Contract year that commences after the end of the Initial Term, the higher of the figure specified in the Letter of Appointment or a sum equal to 125% of the Contract charges payable to the Supplier under this Contract in the last Contract Year commencing during the Term.
- 1.3. Subject to Clause 1.6, neither Party will be liable to the other in any situation for any:
 - 1.3.1 loss of profits
 - 1.3.2 loss of goodwill or reputation
 - 1.3.3 loss of revenue
 - 1.3.4 loss of savings whether anticipated or otherwise; or
 - 1.3.5 indirect or consequential loss or damage of any kind
- 1.4. Without prejudice to its obligation to pay the undisputed Contract Charges as and when they fall due for payment, the Customer's total aggregate liability in respect of all defaults, claims, losses

or damages howsoever caused will in no event exceed the figure specified in the Letter of Appointment.

PURCHASE ORDER NUMBER

To be provided to the Supplier after Contract Award

STANDARDS

The research should be of the high standards that would be expected from a leading research firm.