# Letter of Appointment Template and Call-Off Schedules (Framework Schedule 6)

# **Letter of Appointment**

This Letter of Appointment is issued in accordance with the provisions of the Framework Contract (RMRM6125) between CCS and the Agency, 15<sup>th</sup> September 2023

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

## CALL-OFF LOT(S):

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Order Number:	GSS23606		
From:	UK Space Agency, 10 Victoria Street, London, SW1H 0NB		
То:	Bray Leino Limited, The Old Sawmills, Filleigh, EX32 ORN		
Call-Off Start Date:	15/09/2023		
Call-Off Expiry Date:	24/11/2023		
Call-Off Initial Period:	3 Months		
Call-Off Optional Extension Period:	N/A		
Deliverables required:			
Key Staff:	For the Client:		
	For the Agency:		
Guarantor(s)	N/A		

## **UK OFFICIAL**

Order Contract Charges (including any applicable discount(s), but excluding VAT):	£63,917.46
Liability	See Clause 11 of the Core Terms Estimated Year 1 Charges: As above
Additional Insurance Requirements	N/A
Client billing address for invoicing:	UK Space Agency, Polaris House, North Star Avenue, Swindon, SN2 1FF
Special Terms	N/A

#### PROGRESS REPORT FREQUENCY

Fortnightly

#### PROGRESS MEETING FREQUENCY

Weekly

#### **KEY SUBCONTRACTOR(S)**

TBC

#### COMMERCIALLY SENSITIVE INFORMATION

Not applicable

#### SOCIAL VALUE COMMITMENT

The Agency agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Proposal)

#### **SERVICE CREDIT CAP**

Not applicable

#### **CALL-OFF INCORPORATED TERMS**

The following documents are incorporated into this Call-Off 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 Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1 (Definitions and Interpretation) RM6125
- 3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6125
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
  - Call-Off Schedules for RM6125
    - Call-Off Schedule 1 (Transparency Reports)
    - o Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - o Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6125
- 6. Call-Off Schedule 4 (Proposal) as long as any parts of the Call-Off 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 Call-Off 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 Deliverables.

#### **FORMATION OF CALL-OFF CONTRACT**

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into a Call-Off Contract with the Client to provide the Deliverables in accordance with the terms of this letter and the Call-Off Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Incorporated Terms. The Parties hereby acknowledge and agree that this Call-Off 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:		1.1 For and on behalf of the Client:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

# **Annex A - Agency Proposal**



**Annex B - Statement of Work** 

