

The Secretary of State for Foreign, Commonwealth and Development Affairs King Charles Street, London, SW1A 2AH ("we", "us", "our")

REDACTED Westham Business Park Identity House Eastbourne Rd Westham Eastbourne BN24 5NP

### Dear REDACTED

#### Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM3796) between CCS and the Agency dated 16 January 2017.

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

Order Number:	CCMA20A25
From:	The Secretary of State for Foreign, Commonwealth and Development Affairs (" <b>Client</b> ")
То:	Identity Holdings Limited ("Agency")

Effective Date:	1 April 2021
Expiry Date:	31 March 2022

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Extension Expiry Date:	N/A

Relevant Lot:	Lot 2 - Events
Services required:	The Agency shall supply production and media services to the Client in support of the Event, and the venues hired by the Client to host the Event, in accordance with the Client's Brief attached at Annex A, the Agency's Proposal attached at Annex B, the Statements of Work and Project Plans developed pursuant thereto.
Statement of Work	The Parties may enter into such Statements of Work as are agreed between the Parties under Clause 1.2 of the Call-Off Contract. A template Statement of Work can be found in Schedule 2 of the Call-Off Contract and the first Statement of Work is attached at Annex C of this letter.

Key Individuals:	REDACTED
	REDACTED
Guarantor(s)	Not applicable. No guarantee required.

Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	COP26 Production Services – capped at a maximum of £36,083,135.81, subject to the terms of Statement of Work 1 and in accordance with the following rates: REDACTED
Liability	Agency Liability: The Term of this Call-Off Contract is one (1) year only, as such (and for the purposes of Clause 18.3(a) of the Call-Off Terms) the Agency's total liability under the Call-Off Contract (in aggregate) shall not exceed the greater of: 125% of the Contract Charges and £fifty million (£50,000,000) provided always that Service Credits (defined in Schedule 9 (Service Levels)) and repayments under Clause <b>Error! Reference source not found.</b> of the Call-Off Terms shall not count towards the Agency's liability cap.

RM3796 – Communication Services Letter of Appointment Attachment 4

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	Client Liability: In accordance with Clause 18.5 of the Call-Off Terms, the Client's total liability under the Call-Off Contract (in aggregate) shall not exceed the amount of the Contract Charges.
Insurance Requirements	The Agency shall procure the following minimum levels of insurance:
	Additional public liability insurance to cover all risks in the performance of the Call-Off Contract, with a minimum limit of $\pounds$ ten million ( $\pounds$ 10,000,000) for a single event or a series of related events and in the aggregate.
	Additional employers' liability insurance with a minimum limit of $\pounds$ five million ( $\pounds$ 5,000,000) for a single event or a series of related events and in the aggregate.
	Additional professional indemnity insurance adequate to cover all risks in the performance of the Call-Off Contract with a minimum limit of indemnity of $\pounds$ ten million ( $\pounds$ 10,000,000) for a single event or a series of related events and in the aggregate.
	Product liability insurance covering all risks in the provision of Deliverables under the Call-Off Contract, with a minimum limit of £ten million (£10,000,000) for each individual claim.
Client billing address for invoicing:	Foreign, Commonwealth and Development Office
	King Charles Street
	London
	SW1A 2AH
	United Kingdom

GDPR	Per Call-Off Schedule 7 (Authorised Processing Template).	
Alternative and/or additional provisions:	N/A	

### 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 a Call-Off Contract with the Client to provide the Services in accordance with the terms of this letter and the Call-Off Contract.

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Contract. 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.

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For and on behalf of the agency:		For and on behalf of the Client:	
Name:	REDACTED	Name:	REDACTED
Title:	REDACTED	Title:	REDACTED
Signature:	REDACTED	Signature:	REDACTED
Date:	07/192021	Date:	07/22/2021

ANNEX A

**Client Brief** 

Client tender documents to be embedded here post signature due to file size constraints

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## ANNEX B

## **Agency Proposal**

Client tender documents to be embedded here post signature due to file size constraints

# ANNEX C Statement of Work

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# ANNEX D Call-Off Terms and Schedules

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