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

* 1. **Letter of Appointment**

Dear Sir/Madam

**Letter of Appointment**

This letter of Appointment dated 26/11/2020 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.

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| Order Number: | CCZZ20A61 |
| From: | National Infrastructure Commission (HM Treasury)  Finlaison House, 15-17 Furnival Street, London. EC4A 1 AB, |
| To: | Element Energy  Suite 1 Bishop Bateman Court  Thompson’s Land  Cambridge  CB5 8AQ  ("Supplier") |

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| Effective Date: | 2nd of January 2021 |
| Expiry Date: | The Contract will last for 17 weeks upon commencement.  Expiry will be 30th of April 2021 |

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| 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; |

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| Key Individuals: | REDACTED |
| [Guarantor(s)] | Not Applicable |

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| Contract Charges (including any applicable discount(s), but excluding VAT): | Contract Value - £70,200.00 excluding VAT  Contract charges are As per the Contract Terms Schedule 6 |
| Insurance Requirements | As per the minimum required under the DPS Agreement outlined in Clause 10.8 of the DPS Agreement.  Public Liability Insurance of £1,000,000.00 for each individual claim  Employers liability insurance with a minimum as required by Law.  Professional Indemnity Insurance with a limit of £1,000,000.00 for each individual claim. |
| Liability Requirements | **Supplier’s limitation of Liability – as per** Clause 18 of contract Terms and conditions, no alterations. |
| Customer billing address for invoicing: | REDACTED |

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| GDPR | As per Contract Terms Schedule 7 Processing Personal Data and Data Subjects. |
| Alternative and/or additional provisions (including Schedule 8(Additional clauses)): | Not Applicable 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: REDACTED Name and Title:REDACTED

Signature: REDACTED Signature:REDACTED

Date: REDACTED Date:REDACTED

**Annex A**

**REDACTED**