

## 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 1<sup>st</sup> June 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.

Order Number:	To Be Confirmed
From:	Migration Advisory Committee ("Customer")
To:	ESRO (Revealing Reality) ("Supplier")


Effective Date:	3 <sup>rd</sup> June 2021
Expiry Date:	End date of Initial Period 2 <sup>nd</sup> June 2023 End date of Maximum Extension Period 2 <sup>nd</sup> June 2024 Minimum written notice to Supplier in respect of extension: Twenty Eight (28) days.

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; and
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Key Individuals:	Customer:
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	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Supplier:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
[Guarantor(s)]	Not Applicable

Contract Charges (including any applicable discount(s), but excluding VAT):	<p>Maximum Contract Charge for Initial Two Years: £200,000.00 (ex VAT)</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Insurance Requirements	<p>Insurance Requirements</p> <p>Additional public liability insurance to cover all risks in the performance of the Call-Off Contract, with a minimum limit of £1 million for each individual claim.</p> <p>Additional employers' liability insurance with a minimum limit of £1 million indemnity.</p> <p>Additional professional indemnity insurance adequate to cover all risks in the performance of the Call-Off Contract with a minimum limit of indemnity of £1 million for each individual claim.</p> <p>Product liability insurance cover all risks in the provision of</p> <p>Deliverables under the Call-Off Contract, with a minimum limit of £1 million for each individual claim.</p>

Liability Requirements	<b>Supplier's limitation of Liability</b> As per Clause <b>Error! Reference source not found.</b> of the Contract Terms and Conditions of RM6018.  125% of the Contract charges payable to the Supplier under this Contract.
Customer billing address for invoicing:	

GDPR	Please see Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects]
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	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

