

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

## Letter of Appointment

The Agency is one of a number of agencies appointed by the Crown Commercial Service (CCS) to the Framework Agreement and is therefore able to enter into this Call-Off Contract.

This Letter of Appointment is issued in accordance with the provisions of the Framework Contract RM6125 between CCS and the Agency dated 6 September 2021 and as amended on 28 April 2022.

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):

<b>Order Number:</b>	Sales Order Number will be issued and communicated after the signing of this document.
<b>From:</b>	[REDACTED]
<b>To:</b>	[REDACTED]

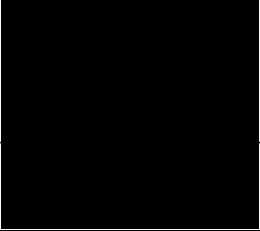
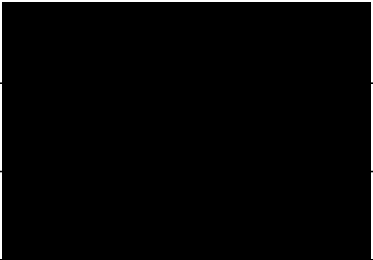
<b>Call-Off Start Date:</b>	23 May 2023
<b>Call-Off Expiry Date:</b>	22 May 2025
<b>Call-Off Initial Period:</b>	2 Years
<b>Call-Off Optional Extension Period:</b>	N/A

<b>Deliverables required:</b>	<p>Deliverables required are set out in Framework Schedule 1 of the Framework Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter.</p> <p>Subsequent calls for Deliverables shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment.</p>
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<b>Key Staff:</b>	<b>For the Client:</b> [REDACTED] <b>For the Agency:</b> [REDACTED]
<b>Guarantor(s)</b>	N/A

<b>Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):</b>	[REDACTED]
<b>Liability</b>	<b>See Clause 11 of the Core Terms</b> [REDACTED]
<b>Additional Insurance Requirements</b>	N/A
<b>Client billing address for invoicing:</b>	[REDACTED] [REDACTED]

<b>Special Terms</b>	<p><b>For Lot 4 of Campaign Solution 2 Framework Agreement only</b> - The Client agrees that subject to anything to the contrary in the Agency's Proposal, the Agency's operational IPR licensing provisions in the terms at the URL <a href="https://www.gettyimages.co.uk/eula">https://www.gettyimages.co.uk/eula</a> and any of its other standard operational IPR licensing provisions ("<b>the Agency Provisions</b>") shall take precedence over any conflicting positions stated in clause 9 of the Core Terms. In respect of Clause 9.8 of the Core Terms the Client confirms that it will be liable for IPR claims arising out of IPR it provides to the Agency, but this Special Term does not vary any other Call-Off Contract provisions on Client liabilities. For the avoidance of doubt, any other conflicts with clauses outside of Clause 9 of the Core Terms should be addressed through variation.</p> <p>Where the Agency Provisions do not conflict with Call-Off Contract terms the Client agrees to be bound by the Agency Provisions as they apply to IPR supplied by the Agency to the Client under the Call-Off Contract."</p>
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For and on behalf of the Agency:			For and on behalf of the Client:		
Signature:			Signature:		
Name:			Name:		
Role:			Role:		

Date:	26/5/2023	Date:	26/5/2023
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