

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 27th October 2021, 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:	TBC
From:	The Competition and Markets Authority The Cabot 25 Cabot Square London E14 4QZ ("Customer")
To:	23Red 1st Floor 3 Dryden Street London WC2E 9NA ("Supplier")

Effective Date:	27 th October 2021
Expiry Date:	End date of Initial Period 26 th October 2024 End date of Maximum Extension Period N/A Minimum written notice to Supplier in respect of extension: N/A The CMA has the option to exercise a yearly break-clause, by giving not less than 60 days' notice.

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:	For the Customer: [REDACTED] For the Supplier: [REDACTED]
[Guarantor(s)]	NOT USED

Contract Charges (including any applicable discount(s), but excluding VAT):	Year 1 contract charges are £219,336.65 as per Annex C – Pricing. The total value of the contract is not to exceed £400,000.
Insurance Requirements	The insurance(s) required will be: employers' liability insurance with a minimum limit of £1,000,000 or any higher minimum limit required by Law.
Liability Requirements	Suppliers limitation of Liability (Clause Error! Reference source not found. of the Contract Terms) shall be 125% of the contract value.
Customer billing address for invoicing:	invoices@cma.gov.uk The Cabot 25 Cabot Square London E14 4QZ

GDPR	No personal data to be processed in pursuance of this contract.
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	NOT USED

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:

Name and Title:



Client Partner



Chief Operating Officer, CMA

Signature:



Signature:



Date:

3rd December 2021

Date:

02 November 2021

ANNEX A

Customer Project Specification

Please see attached Annex A – Customer Project Specification.

ANNEX B

Supplier Proposal

Please see attached Annex B – Supplier Proposal.

Part 2: Contract Terms

Please see attached Part 2 – Contract Terms.