

LimeCulture Community Interest Company (CIC)
The Coach House
2a Carr Road
Hale
Cheshire
WA15 8DX

21 March 2016

Contract Number: IICSA/Contracts/2015-2016/02

CONTRACT AWARD LETTER

CONTRACT FOR SUPPORT SERVICES FOR THE NORTH WEST

1. The documents listed below form a binding Contract (the "Contract") between the Secretary of State for the Home Department ("the Home Office"), represented by the Independent Inquiry into Child Sexual Abuse (the "IICSA") and LimeCulture Community Interest Company (CIC) with offices at The Coach House, 2a Carr Road, Hale, Cheshire WA15 8DX (the "Contractor"):
 - (i) This Contract Award Letter;
 - (ii) The Specification dated 05 February 2016 (Annex A to the Invitation to Tender (the "ITT"));
 - (iii) The Conditions of Contract (Parts A and D (read together) (Annex B to the ITT);
 - (v) Your complete Price Schedule, as amended, dated 03 March 2016 (Annex C);
 - (vi) The Travel and Subsistence Expenses for Contractors (Annex D to the ITT);
 - (vii) Your Tender dated 19 February 2016; and
 - (viii) Your Clarification dated 03 March 2016, 08 March 2016, 10 March 2016 and 16 March 2016.
2. The Home Office, represented by the IICSA accepts your Clarification dated 03 March 2016, 08 March 2016, 10 March 2016 and 16 March 2016.
3. As part of the Clarification dated 10 March 2016, the Contractor agrees to incorporate RASA's policies and procedures into their own suite of policies. The policies and procedures that apply to this Contract relate to Communications; Confidentiality; Data Protection; Document Control & Retention; and Document Control Policy & Procedures.
4. The Home Office, represented by the IICSA, reserves the right to revert to the original position on timings around support and scheduling, as set out in the Specification at Annex A.
5. In the event of conflict between any of the documents forming the Contract, the conflict shall be resolved by giving precedence to the documents in the order set out above.

6. In consideration of the full and proper performance by the Contractor of this Contract and subject to the other terms of this Contract, the Home Office, represented by the IICSA, shall pay the prices, rates and expenses specified in the price schedule.

Contract Term

7. Subject to any termination provisions within the Contract, the term of the Contract shall commence on 23 March 2016 (the "Effective Date") and shall terminate on 22 December 2016. The Home Office, represented by the IICSA, reserves the right to extend the term of the Contract by up to two months, from 23 December 2016 to 22 February 2017 by giving the Contractor not less than one month's written notice. No extension is guaranteed.

Prices and Invoicing

8. The maximum cost of the Contract is £300,000.00 (exclusive of Value Added Tax (VAT)) for Phases 1, 2 & 3 and for 'Inquiry events and meetings', described in the Specification at Annex A. For the avoidance of doubt, Phases 2, 3 & the number of hours utilised by the IICSA for Inquiry events and meetings shall operate on a call-off basis depending on the number of participants. The costs that apply shall be those submitted by the tenderer in the Price Schedule at Annex C following clarification, dated 03 March 2016. No minimum payments are guaranteed.
9. As part of the Clarification dated 16 March 2016, the Contractor agrees to invoice for partial hours of 0.25 x hourly rate to determine the charging based on hourly rates.
10. The Contractor should submit an invoice by email to the Shared Service Connect Ltd (SSCL) (finance-ap-enquiries@homeoffice.gsi.gov.uk); copied to the IICSA Contract Manager. The invoice must include the purchase order number, an invoice number, the invoice date, a description of services carried out and the price payable. Failure to do so may result in a delay in payment for which the IICSA cannot be held responsible.

Contract Representatives

11. The Home Office's representatives for this Contract, represented by the IICSA, is:

[Redacted] - Health Portfolio / Contract Manager). Tel: +44 (0) [Redacted]
[Redacted] Email: [Redacted]@licsa.org.uk [Redacted] shall act as Contract Manager for the Contract on behalf of the IICSA.

[Redacted] (Head of Finance & Commercial). Tel: (020) [Redacted] Email: [Redacted]
[Redacted] shall act as Commercial Manager for the Contractor on behalf of the IICSA.

12. The Contractor's representative for this Contract is:

[Redacted] Tel: [Redacted]
Email: [Redacted]@limeculture.co.uk

13. The Key Personnel delivering the Contract are as follows:

LimeCulture CIC:

[Redacted]
[Redacted]
[Redacted]

RASA:

[Redacted]

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Tax

14. The Home Office may consult Her Majesty's Revenue and Customs (HMRC) for advice as to whether Schedule D or E tax applies to payments made under this Contract. The decision will be based upon the content of the Contract. Copies of the Contract may be submitted to HMRC. As there may be some delay before the decision is made, it may be necessary for the Home Office to deduct tax from early payments under the Contract. Such tax will be refunded if HMRC advise that Schedule D tax applies.

Premises

15. The Services shall be performed at both the Home Office's premises, represented by the IICSA and the Contractor's premises and any outreach premises that are agreed. Arrangements shall be formally confirmed at the start of the Contract.

Execution

16. The Parties have executed and delivered this Contract as of the Effective Date.

Signed [Redacted]

Name [Redacted]

Position *SENIOR COMMERCIAL
MANAGER*

Date *30/3/2016*

for and on behalf of the
Home Office

Signed [Redacted]

Name [Redacted]

Position [Redacted]

Date *23/03/2016*

for the Contractor

Please confirm acceptance of this Contract as soon as possible by signing and returning this document to [Redacted] (Procurement Lead). The Home Office, represented by the IICSA, will accept a PDF version.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]