



Department
for Environment
Food & Rural Affairs

T: 03459 335577
helpline@defra.gsi.gov.uk
www.gov.uk/defra

Our ref: [REDACTED]
Date: 17/03/2021

[REDACTED]
Vivid Economics Ltd
163 Eversholt Street,
London,
NW1 1BU

Dear Sirs/Madams,

Letter of Appointment

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement between BEIS and the Supplier dated 1st of February, 2020.

Capitalised terms and expressions used in this letter have the same meanings as in the Terms unless the context otherwise requires.

Execution of this letter of appointment is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000.

| | |
|---------------|---|
| Order Number: | [] |
| From: | Department for Environment, Food and Rural Affairs ("Customer") |
| To: | Vivid Economics ("Supplier") |

| | |
|-----------------|---|
| Effective Date: | 08/03/2021 |
| Expiry Date: | End date of Initial Period 07/09/2021 End date of Maximum Extension Period 07/03/2022 Minimum written notice to Supplier in respect of extension: 1 month |

| | |
|--------------------|--|
| Services required: | Set out in Section 2 (Services offered) and refined by: The Customer's Project Specification attached at Framework Annex A and the Supplier's Proposal attached at Annex B; and [insert supplemental information if any] |
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|------------------|--|
| Key Individuals: | <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 80%;"></div> <div style="background-color: black; height: 15px; width: 70%;"></div> <div style="background-color: black; height: 15px; width: 75%;"></div> <div style="background-color: black; height: 15px; width: 85%;"></div> <div style="background-color: black; height: 15px; width: 60%;"></div> |
| [Guarantor(s)] | [] |

| | |
|--|--|
| Call Off Contract Charges (including any applicable discount(s), but excluding VAT): | £ 119,771 |
| Insurance Requirements | As specified in the Call off T&Cs (attached in Part 2) |
| Customer billing address for invoicing: | <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 80%;"></div> <div style="background-color: black; height: 15px; width: 10%;"></div> <div style="background-color: black; height: 15px; width: 30%;"></div> <div style="background-color: black; height: 15px; width: 15%;"></div> <div style="background-color: black; height: 15px; width: 20%;"></div> |

| | |
|---|---|
| Alternative and/or additional provisions: | At least 2 weeks before end of FY20/21, the Customer requires the Supplier to confirm the value of work that will have been completed but not invoiced at end of FY20/21. |
|---|---|

FORMATION OF CALL OFF 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 Terms.

The Parties hereby acknowledge and agree that they have read this letter and the 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:

Name and Title:

Signature:

Date:

For and on behalf of the Customer:

Name and Title:

Signature:

Date:

Annex D: Order Form

This should include;

Annex A – Customer Project Specification

Annex B – Supplier Proposal

Part 2 – The Terms as set out in this Framework Schedule 4 (Letter of Appointment and Terms) shall apply to this Contract.

FROM

| | |
|------------------------|---|
| Customer | Department for Environment, Food & Rural Affairs |
| Service Address | <div>██████████</div> <div>██████████</div> <div>██████████</div> |
| Invoice Address | <div>██████</div> <div>██</div> <div>██████</div> <div>██████████</div> <div>██████</div> <div>██████████</div> |
| Contact Ref: | Name: <div>██████████</div> Phone: <div>██████████</div> e-mail: <div>████████████████████</div> |
| Order Number | To be quoted on all correspondence relating to this Order: |
| Order Date | 17/03/2021 |

TO

| | |
|------------------------------|-----------------------|
| Supplier: | Vivid Economics Ltd. |
| For the attention of: | <div>██████████</div> |

| | |
|-------------------------|-------------------------|
| E-mail | |
| Telephone number | <div></div> <div></div> |
| Address | <div></div> |

1. SERVICES REQUIREMENTS

(1.1) Services [and Deliverables] Required:

[See Customer Guidance document for guidance]

| Deliverable no(s) | Description | Value | Milestone | Due date |
|-------------------|-------------|------------|-----------|----------|
| 1 | [REDACTED] | [REDACTED] | WP1 | 07/04/21 |
| 2, 3, 4 | [REDACTED] | [REDACTED] | WP2 | 07/05/21 |
| 5, 6, 7 | [REDACTED] | [REDACTED] | WP3 | 07/06/21 |
| 8 | [REDACTED] | [REDACTED] | WP4 | 07/07/21 |
| 9,10 | [REDACTED] | [REDACTED] | WP5 | 07/08/21 |

| | | | | |
|--------|------------|------------|-----|----------|
| 11, 12 | [REDACTED] | [REDACTED] | WP6 | 07/09/21 |
|--------|------------|------------|-----|----------|

(1.2) Commencement Date:
08/03/2021

(1.3) Price Payable by Customer
£ 119,771

(1.4) Completion Date:
07/09/2021

2 ADDITIONAL REQUIREMENTS

(2.1) Supplemental Requirements in addition to Call-Off Terms and Conditions:

(2.2) Variations to Call-Off Terms and Conditions

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| 3. PERFORMANCE OF THE SERVICES [AND DELIVERABLES] |
| (3.1) Key Personnel of the Supplier to be involved in the Services [and deliverables]: <div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div> |
| (3.2) Performance Standards Work is to be conducted according to the TOR and proposal, included in annexes A and B. All deliverables will undergo thorough quality assurance procedures, as detailed in section 3.4 below. |
| (3.3) Location(s) at which the Services are to be provided: Service provision will occur at Vivid Economic's London office and the respective remote working arrangements of project personnel, in accordance with COVID-19 restrictions |
| (3.4) Quality Standards |

[REDACTED]

(3.5) Contract Monitoring Arrangements

Contract monitoring is expected to occur through the bi-weekly check-ins between Vivid and Defra project managers as detailed above.

4. CONFIDENTIAL INFORMATION

(4.1) The following information shall be deemed Commercially Sensitive Information or Confidential Information:-

any information which has been designated as confidential by the Customer in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) whether commercial, financial, technical or otherwise including (without limitation) information belonging to or in respect of the Customer which relates to policy development or existing/future subsidy/investment mechanisms, research, development, trade secrets, formulae, processes, designs, specifications, the Customer data, internal management, information technology and infrastructure and requirements, price lists and lists of, and information about, customers and employees, all materials and information belonging to third parties in respect of which the-Disclosing Party owes obligations of confidence; information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, intellectual property rights or know-how of the

Customer and all personal data within the meaning of relevant data protection legislation/regulation

Information on investment collected during WP3, for which the details are not already in the public domain and companies are identifiable or which is provided to the supplier in confidence.

(4.2) Duration that the information shall be deemed Commercially Sensitive Information or Confidential Information

Indefinitely, or unless otherwise agreed in writing.

BY SIGNING AND RETURNING THIS ORDER FORM THE PROVIDER AGREES to enter a legally binding contract with the Customer to provide the Service specified in this Order Form together with, where completed and applicable, the mini-competition order (additional requirements) set out in section 2 of this Order Form. Incorporating the rights and obligations in the Terms and Conditions set out in the Framework Agreement entered into by the Provider and BEIS and any subsequent signed variations to the terms and conditions.

For and on behalf of the Supplier-

| | |
|----------------|--|
| Name and Title | |
| Signature | |
| Date | |

For and on behalf of the Customer-

| | |
|----------------|--|
| Name and Title | |
| Signature | |
| Date | |

ANNEX A
Customer Project Specification

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ANNEX B
Supplier Proposal

Insert Supplier Proposal Here.



a. Terms

Insert signed and completed Call Off Contract here.

