

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 12th February 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: Contract Number: | TBD con_18652 |
| From: | ("Customer") Ministry of Justice 10 South Colonnade Canary Wharf London E14 4QQ |
| To: | ("Supplier") TONIC Consultants 36 Avenue Road Herne Bay Kent CT6 8TG |
| Effective Date: | 12th February 2021 |
| Expiry Date: | End date of Initial Period: 30th September 2024 End date of Maximum Extension Period: [N/A] Minimum written notice to Supplier in respect of extension: [N/A] |

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| 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; |
|--------------------|--|

| Key Individuals: | <table border="1"> <thead> <tr> <th>Staff member</th><th>Job title</th></tr> </thead> <tbody> <tr><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr><td>[REDACTED]</td><td>[REDACTED]</td></tr> </tbody> </table> | Staff member | Job title | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
|--|---|--------------|-----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Staff member | Job title | | | | | | | | | | | | |
| [REDACTED] | [REDACTED] | | | | | | | | | | | | |
| [REDACTED] | [REDACTED] | | | | | | | | | | | | |
| [REDACTED] | [REDACTED] | | | | | | | | | | | | |
| [REDACTED] | [REDACTED] | | | | | | | | | | | | |
| [REDACTED] | [REDACTED] | | | | | | | | | | | | |
| TONIC Consultants and University of Kent | | | | | | | | | | | | | |

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|---------------------|---|--------------|-----------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Staff member | Job title | | | | | | | | | | | | | | |
| [REDACTED] | [REDACTED] | | | | | | | | | | | | | | |
| [REDACTED] | [REDACTED] | | | | | | | | | | | | | | |
| [REDACTED] | [REDACTED] | | | | | | | | | | | | | | |
| [REDACTED] | [REDACTED] | | | | | | | | | | | | | | |
| [REDACTED] | [REDACTED] | | | | | | | | | | | | | | |
| [REDACTED] | [REDACTED] | | | | | | | | | | | | | | |
| Ministry of Justice | | | | | | | | | | | | | | | |

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| [Guarantor(s)] | N/A |
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| Contract Charges (including any applicable discount(s), but excluding VAT): | <p>The total cost of the project will be £1,000,000 (exclusive of VAT).</p> <p>Daily Rates have been discounted against the maximum framework rates given by CCS for the Research Marketplace DPS framework, RM6018 and are attached in Annex B.</p> <p>These costs are commercially confidential and not to be disclosed for three years from the proposal submission date.</p> |
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| <u>Milestone and percentage of payment</u> | <u>Milestone</u> | <u>Expected date</u> |
|--|---|----------------------|
| Milestone 1 (5%) | Receipt and approval of detailed project plan | Feb - March 2021 |
| Milestone 2 (10%) | Receipt and approval of Phase 1 reports | May 2021 |
| Milestone 3 (10%) | Receipt and approval of Phase 2 reports | November 2021 |
| Milestone 4 (10%) | Receipt and approval of Phase 3a reports | February 2022 |
| Milestone 5 (17.5%) | Receipt and approval of Phase 3b reports | September 2022 |

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| Milestone 6 (12.5%) | Receipt and approval of Phase 4a reports | November 2022 |
| Milestone 7 (5%) | Completed Fieldwork for Phase 4b | March 2023 |
| Milestone 8 (7.5%) | Receipt and approval of Phase 4b reports | May 2023 |
| Milestone 9 (7.5%) | Receipt and approval of short-term outcomes report | February 2024 |
| Milestone 10 (15%) | Receipt and approval of final impact evaluation report | September 2024 |
| Insurance Requirements | Insurance As per terms (Clause 19 of the Contract Terms) | |
| Liability Requirements | Suppliers limitation of Liability (Clause Error! Reference source not found. of the Contract Terms); | |
| Customer billing address for invoicing: | SSCL - Ministry of Justice PO Box 743 Newport Gwent NP10 8FZ | |

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| GDPR | See terms and conditions and schedule 7 |
| Alternative and/or additional provisions (including Schedule 8(Additional clauses)): | See Schedule 8 |

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: | | Name: | |
| Title: | | Title: | |
| Signature: | | Signature: | |
| Date: | | Date: | |

ANNEX A

Customer Project Specification

To be determined by the Customer at Call for Competition stage

[REDACTED]

ANNEX B

Supplier Proposal

To be determined at Call for Competition stage

[REDACTED]

[REDACTED]

Part 2: Contract Terms



Appendix C_
RM6018 Call Off Cont