



**Johnson and Lubbock Partners Limited**

143 Tamworth Road  
Long Eaton  
Nottingham  
England  
NG10 1BY

**Attn: REDACTED TEXT**

**Date:** 9<sup>th</sup> December 2020

**Contract ref:** CCZZ20A40

Dear **REDACTED TEXT**,

**Direct Award of Contract – Provision of Business Research**

I am writing to inform you that The Government Communication Service (the “**Customer**”) proposes to make an award of a contract to you to provide extremely urgent deliverables as part of the response to unforeseeable consequences of the COVID-19 pandemic on the terms set out in this letter (the “**Contract**”).

Due to unforeseeable consequences of the current COVID-19 pandemic, The Government Communications Service reasonably anticipates that the Public Contracts Regulations 2015 will apply to this Contract and the Parties shall ensure that there is a lawful basis for awarding the Contract under the Public Contracts Regulations 2015 and/or any applicable procurement rules. Due to unforeseeable consequences of the current COVID-19 pandemic, this may include in particular justifications under Regulation 32 of the Public Contracts Regulations 2015 or such other applicable or equivalent provision.

**The Contract**

In the light of the extreme urgency of the current situation and as you are already a supplier on **Research Marketplace Dynamic Purchasing System RM6018** (the “**DPS Contract**”), the Contract shall be based on the DPS Contract’s Contract Terms as follows:

1. The Supplier shall supply the Services and the Deliverables to complete the Project as specified in Annex A to this letter as if Annex A to this letter was each of a Letter of Appointment and a Statement of Work for the Project comprising of each of a Customer Project Specification and a Supplier Proposal.
2. The Contract Charges relating to the Project are specified in Annex A to this letter.
3. The Special Terms set out in the Statement of Works at Annex A to this letter apply to the Contract. The Special Terms set out in Annex A to this letter are terms of this letter.
4. The Effective Date of the Contract will be 3<sup>rd</sup> April 2020.
5. The Customer and the Supplier acknowledge and agree that:

- 5.1. each of the Effective Date and the Project Commencement Date occurred before the date on which the Parties documented the terms of the Contract;
  - 5.2. the terms of the Contract documented in this letter are all of the terms upon which the Parties agreed to contract on and from the Effective Date; and
  - 5.3. no other written or oral agreements, representations or understandings exist between them in respect of the subject-matter of this Contract.
6. The Expiry Date of the Contract will be 28<sup>th</sup> August 2020.
  7. This Contract is not conditional upon the receipt of a Guarantee.
  8. The documents from the DPS Contract specified in Annex B to this letter are incorporated into the Contract (the **"Incorporated Documents"**). If any of the Incorporated Documents conflict with any of the terms of this letter, the terms of this letter prevail.
  9. References in the Contract Terms to "Agreement" shall be read as references to this Contract.
  10. References in the Incorporated Documents to "Letter of Appointment" shall be read as references to this letter.
  11. "Force Majeure", as defined in paragraph 1.6 of Schedule 1 of the Contract Terms, shall exclude any acts, events, omissions, happenings or non-happenings arising out of or in connection to either or both coronavirus (the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)) and/or COVID-19 (the official designation of the disease which can be caused by coronavirus).
  12. For the avoidance of doubt, the DPS Contract and any provision of any Incorporated Document which relates only to the DPS Contract (other than clauses Clause 6 of the DPS Contract, DPS Schedule 5 (Management Charge and Information) and the corresponding definitions contained in DPS Schedule 1 (Definitions and Interpretation) which are incorporated into the Contract by paragraph 14 below) are not incorporated into the Contract.
  13. In spite of paragraph 13 above, the Customer and the Supplier agree that:
    - 13.1. clause 6 of the DPS Contract;
    - 13.2. DPS Schedule 5 (*Management Charge and Information*); and
    - 13.3. all definitions for terms defined in DPS Schedule 1 of the DPS Contract which are capitalised and used in clause 6 of the DPS Contract and DPS Schedule 5 (Management Charge and Information), are incorporated into this Contract so that:
      - A. the Supplier shall on receipt of an invoice from the Crown Commercial Service ("**CCS**") for the Management Levy, pay the Management Levy and provide Management Information using the process in clause 6 of the DPS Contract; and
      - B. the Customer and the Supplier agree that clause 28 of the Contract Terms (*Third Party Rights*) apply to this paragraph 13 to the extent necessary to ensure that CCS will have the right to enforce any obligation owed to it by the Supplier under this paragraph 13 in its own right under section 1(1) of the Contract (Rights of Third Parties) Act 1999.

14. References to “Contract” in the clauses and schedules of the DPS Contract which are incorporated into this Contract by paragraph 14 above shall be read as references to this Contract.

15. If the Customer and the Supplier enter into the Contract, the Customer and the Supplier will, each at their own expense, do all acts and things necessary or desirable to give effect to the Contract.

Accepting the offer of the Contract

In the circumstances, **The Government Communication Service** proposes to confirm that the Parties entered into the Contract on 3<sup>rd</sup> April 2020 exceptionally by an exchange of correspondence.

Please confirm that you accepted the Contract terms on that date by email to **REDACTED TEXT**, using the heading CCZZ20A40 – Award of Contract.

To assist us in managing the process, please respond by midday on Thursday 10<sup>th</sup> December 2020.

Please state the following in your email:

*“I refer to your letter dated 9<sup>th</sup> December 2020 (the “**Letter**”) in respect of the contract CCZZ20A40 - Provision of Business Research which incorporates terms from Research Marketplace Dynamic Purchasing System RM6018 as set out in the Letter (the “**Contract**”). A copy of the Letter is attached to this email. I confirm that, on 3<sup>rd</sup> April 2020 I accepted the terms of the Contract for and on behalf of **Johnson and Lubbock Partners Limited** and that the Contract took effect on and from that date.”*

Please make sure that your name and job title are included in the email and attach a copy of this letter to your email.

If we are not sufficiently clear whether or not you confirm that you accepted the terms of the Contract on 3<sup>rd</sup> April 2020 we will contact you again to ask for clarification.

Contract management information

In order to make the Contract operate as designed using the terms incorporated by reference from the DPS Contract, you will need the information set out in Annex C to this letter.

Please provide the following information with your email confirmation of acceptance:

- Authorised Supplier Approver (name, role, email address and address)
- Commercially Sensitive Information (not applicable or insert your Commercially Sensitive Information)
- Key Individuals (name, role, email address and address)
- Supplier Address (registered address if registered)
- Registration number (registration number if registered)
- DUNS number (if known)
- SID4GOV ID (if known)

If you have any queries, please contact **REDACTED TEXT** quoting contract reference CCZZ20A40 or via telephone on **REDACTED TEXT**.

Yours faithfully,

**REDACTED TEXT**

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OFFICIAL