UNAI Ltd

Kinnaird Hill, Montagu House

81 High Street

Huntingdon

PE29 3NY

27th July 2020

Dear Sir or Madam

Award of contract for the Provision of Media Analysis on Government Covid-19 Communications

I am writing to inform you that **Cabinet Office** (the “**Buyer**”) proposes to make an award of a contract to you to provide extremely urgent deliverables on the terms set out in this letter (the “**Contract**”).

**Cabinet Office** 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*

The Contract shall be as follows:

1. The Supplier shall supply the Deliverables as specified in Part 1 of Annex A to this letter in accordance with the Specification set out in Part 2 of Annex A to this letter on the terms set out in this letter and the contract conditions specified in Annex C to this letter (the “**Conditions**”)**.**
2. The Charges for the Deliverables are specified in Annex B to this letter.
3. The special terms set out in Annex D to this letter apply to the Contract (each a “**Special Term**”).
4. No other Supplier terms are part of the Contract. That includes any terms written in the email accepting the offer of the Contract or presented at the time of delivery.
5. If any of the Conditions conflict with any of the terms of this letter or with any Special Term, the terms of this letter or the relevant Special Term prevails. If any of the Special Terms conflict with any of the terms of this letter, the relevant Special Term prevails.
6. The Term shall begin on the date of your email confirming acceptance of the offer to enter into the Contract and the Expiry Date shall be **1st November 2020** unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.
7. The Buyer may extend the Contract by one month by giving notice to the Supplier prior to the end of the then existing Term, as previously extended where applicable, as many times as are justified by the circumstances of extreme urgency which justify the award of the Contract continue to exist.
8. The Buyer and the Supplier agree that the Supplier will pay to the Crown Commercial Service (“**CCS**”), excluding VAT, **1%** of all the Charges for the Deliverables invoiced to the Buyer under this Contract (the “**Management Charge**”) and the Supplier will provide MI Reports (as defined in Annex G to this letter) to CCS:
	1. in each case using the process in Annex G to this letter (*Management Charges and Information*);
	2. neither the Buyer nor the Supplier limits or excludes its obligation to pay the required Management Charge or Default Management Charge; and
	3. the Buyer and the Supplier agree that clause 19 of the Conditions (*Other people’s rights in this contract*) does not apply and that Contract (Rights of Third Parties) Act 1999 (“**CRTPA**”) applies to this paragraph 8 and to Annex G to this letter (*Management Charges and Information*) 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 8 and Annex G to this letter (*Management Charges and Information*), in its own right under section 1(1) of the CRTPA
9. If the Buyer and the Supplier enter into the Contract, the Buyer 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, **Cabinet Office** proposes to enter into the Contract exceptionally by an exchange of correspondence rather than signing hard copies of the Contract. I confirm that I am authorised by **Cabinet Office** to accept the terms of the Contract and this letter expresses my intention to authenticate the Contract.

Please arrange for a person authorised to sign contracts to confirm by email, from their own individual account to REDACTED using the heading CCCO20A24 - Provision of Audience Insight Analysis on Government Covid-19 Communications. Your acceptance of the Contract using the wording set out below.

To assist us in managing the process, please inform us of your decision as to whether or not to accept the Contract by 17:00 on **Monday 27 July 2020.**

If you intend to accept the Contract please state the following in your email:

“*I refer to your letter dated* *Monday 27th July 2020 (the “Letter”) in respect of the contract CCCO20A24 - Provision of Audience Insight Analysis on Government Covid-19 Communications (the “Contract”). A copy of the Letter is attached to this email. I confirm that I am authorised by [INSERT NAME OF SUPPLIER] (the “Supplier”) to accept the terms of the Contract for and on behalf of the Supplier, that the Supplier intends to be bound by the terms of the Contract and that the Contract takes effect on and from the date of this email.”*

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 accept the terms of the Contract we will contact you again to ask for clarification. Until we receive your authorised signatory’s email clearly accepting the terms of the Contract as set out in this letter, the Contract will not come into force.

*Contract management information*

In order to make the Contract operate properly, you will need the information set out in Annex E to this letter.

If you accept the Contract, please provide the following information with your email of acceptance:

* Key Personnel (name, role, email address and address)
* Commercially Sensitive Information (not applicable or insert your Commercially Sensitive Information)
* Supplier Address (registered address if registered)
* Supplier Address for notices (if different to the Supplier Address)
* Registration number (registration number if registered)
* DUNS number (if known)
* SID4GOV ID (if known)
* Supplier’s account for payment of Charges

Yours faithfully,

REDACTED

**REDACTED**

**Souring Specialist**