

## Letter of Appointment and Call-Off Schedules (Framework Schedule 6)

### Letter of Appointment

The Agency is one of a number of agencies appointed by the Crown Commercial Service (CCS) to the Framework Agreement and is therefore able to enter into this Call-Off Contract.

This Letter of Appointment is issued in accordance with the provisions of the Framework Contract RM6125 between CCS and the Agency dated 6 September 2021 and amended on 28 April and 12 September 2022.

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

CALL-OFF LOT(S): Lot 4: Stock Imagery, Footage and Sound

<b>Order Number:</b>	CPD4124078
<b>From:</b>	Department for Levelling Up, Housing & Communities 2 Marsham Street London SW1P 4DF United Kingdom
<b>To:</b>	Getty Images (UK) Limited 6 <sup>th</sup> Floor South, Duo, 280 Bishopsgate, London, United Kingdom, EC2M4AG

<b>Call-Off Start Date:</b>	5 December 2022
<b>Call-Off Expiry Date:</b>	4 December 2023
<b>Call-Off Initial Period:</b>	1 Year
<b>Call-Off Optional Extension Period:</b>	1 Year. The Client may extend the provision of the Services for an additional year by giving the Agency not less than 30 days' notice in writing. If an extension is requested, the Agency will provide the Client with an additional UltraPack with the same commercial conditions offered herein. The Call-Off Expiry Date will thereby be amended to 4 December 2024.

<b>Deliverables required:</b>	<p>Deliverables required are set out in Framework Schedule 1 of the Framework Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter.</p> <p>Subsequent calls for Deliverables shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment.</p>
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<b>Key Staff:</b>	<p><b>For the Client:</b> &lt;REDACTED&gt;</p> <p><b>For the Agency:</b> &lt;REDACTED&gt;</p>
<b>Guarantor(s)</b>	N/A

<b>Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):</b>	<p>£24,000 (Twenty-four thousand) excluding VAT +additional £24,000 (Twenty-four thousand) excluding VAT in relation to the UltraPack that may be activated in accordance with the Call-Off Optional Extension Period Section above.</p> <p><b>Maximum Contract Value:</b> £48,000 (excluding VAT).</p>
<b>Liability</b>	<p><b>See Clause 11 of the Core Terms</b></p> <p><b>Estimated Year 1 Charges:</b> £24,000</p>
<b>Additional Insurance Requirements</b>	N/A
<b>Client billing address for invoicing:</b>	<p><a href="mailto:clginvoices@levellingup.gov.uk">clginvoices@levellingup.gov.uk</a></p> <p>CP2P Team, DLUHC, 4th Floor, High Trees, Hillfield Road, Hemel Hempstead, HP2 4XN.</p>

<p><b>Special Terms</b></p>	<p><b>Special IPR term for inclusion in Lot 4 contracts with Getty Images only. Please omit for other Lots</b></p> <p>- The Client agrees that subject to anything to the contrary in the Agency’s Proposal, the Agency’s operational IPR licensing provisions in the terms at Annex A (Getty Images Content Licence Agreement ) and any of its other standard operational IPR licensing provisions (“the Agency Provisions”) shall take precedence over any conflicting positions stated in clause 9 of the Core Terms. In respect of Clause 9.8 of the Core Terms the Client confirms that it will be liable for IPR claims arising out of IPR it provides to the Agency, but this Special Term does not vary any other Call-Off Contract provisions on Client liabilities. For the avoidance of doubt, any other conflicts with clauses outside of Clause 9 of the Core Terms should be addressed through variation.</p> <p>Where the Agency Provisions do not conflict with Call-Off Contract terms the Client agrees to be bound by the Agency Provisions as they apply to IPR supplied by the Agency to the Client under the Call-Off Contract.”</p>
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PROGRESS REPORT FREQUENCY N/A  
**N/A**

PROGRESS MEETING FREQUENCY  
**N/A**

KEY SUBCONTRACTOR(S)  
**N/A**

COMMERCIALLY SENSITIVE INFORMATION  
As defined in Call-Off Schedule 4.

SOCIAL VALUE COMMITMENT  
The Agency agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Proposal)

SERVICE CREDIT CAP  
**N/A**

## CALL-OFF INCORPORATED TERMS

### **Where applicable, the following documents are incorporated into this Call-Off Contract.**

Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Letter of Appointment including the Call-Off Special Terms and Call-Off Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6125*
3. *The following Schedules in equal order of precedence:*
  - *Joint Schedules for RM6125*
    - *Joint Schedule 2 (Variation Form)*
    - *Joint Schedule 3 (Insurance Requirements)*
    - *Joint Schedule 4 (Commercially Sensitive Information)*
    - *Joint Schedule 10 (Rectification Plan)*
    - *Joint Schedule 11 (Processing Data)*
  - *Call-Off Schedules for RM6125*
    - *Call-Off Schedule 1 (Transparency Reports)*
    - *Call-Off Schedule 2 (Staff Transfer) – Part C (No Staff Transfer on the Start Date) & Part E (Staff Transfer on Exit) apply.*
    - *Call-Off Schedule 3 (Continuous Improvement)*
    - *Call-Off Schedule 10 (Exit Management)*
    - *Call-Off Schedule 20 (Call-Off Specification)*
4. CCS Core Terms
5. *Joint Schedule 5 (Corporate Social Responsibility) RM6125*
6. Call-Off Schedule 4 (Proposal) as long as any parts of the Call-Off Proposal that offer a better commercial position for the Client (as decided by the Client) take precedence over the documents above.

No other Agency terms are part of the Call-Off Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce goods which are the same or similar to the Deliverables.

**FORMATION OF CALL-OFF CONTRACT**

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into a Call-Off Contract with the Client to provide the Deliverables in accordance with the terms of this letter and the Call-Off Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Incorporated Terms. The Parties hereby acknowledge and agree that this Call-Off Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.

<b>For and on behalf of the Agency:</b>		<b>For and on behalf of the Client:</b>	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

**Annex A - Agency's Proposal**

<REDACTED>