### FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND TERMS

Part 1: Letter of Appointment

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 1<sup>st</sup> of February, 2020.

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

Order Number:	TOR3001
From:	The Department for Transport ("Customer")
То:	Shaping Tomorrow ("Supplier")
Effective Date:	23/01/2023
Expiry Date:	End date of Initial Period 22/01/2024 End date of Maximum Extension Period 21/01/2025 Minimum written notice to Supplier in respect of extension: 2 weeks
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
Key Individuals:	N/A
[Guarantor(s)]	N/A
Call Off Contract Charges (including any applicable discount(s), but excluding VAT):	£131,960.00
Insurance Requirements	Additional public liability insurance to cover all risks in the performance of the Contract, with a minimum limit of £1 million for each individual claim

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	Additional employers' liability insurance with a minimum limit of £5million indemnity
	Additional professional indemnity insurance adequate to cover all risks in the performance of the Contract with a minimum limit of indemnity of £1 million for each individual claim.
	Product liability insurance cover all risks in the provision of Deliverables under the Contract, with a minimum limit of £1million for each individual claim
Customer billing address for	SSa.invoice@sharedservicesarvato.co.uk
invoicing:	or:
	DfT Shared Services Arvato
	Accounts Payable Team
	5 Sandringham Park
	Swansea Vale
	Swansea
	SA7 0EA

Alternative and/or additional	N/A
provisions:	

#### 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: 19 January 2023

## 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	The Department for Transport
Service Address	
Invoice Address	
Addioss	
Contact Ref:	Name:
	e-mail:
Order Number	To be quoted on all correspondence relating to this Order: TOR3001
Order Date	18/01/2023

#### TO

Supplier:	Shaping Tomorrow Ltd
For the attention of:	

E-mail	
Address	

#### 1. SERVICES REQUIREMENTS

#### (1.1) Services [and Deliverables] Required:

As outlined in the Statement of Requirements at Annex A

(1.2) Commencement Date: 23/01/2023

### (1.3) Price Payable by Customer

Maximum price of £131,960.00 including the extension period.

Supplier's Price Schedule contains breakdown of pricing.

(1.4) Completion Date: 22/01/2024

#### **2 ADDITIONAL REQUIREMENTS**

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

N/A

#### (2.2) Variations to Call-Off Terms and Conditions

#### 3. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]

# (3.1) Key Personnel of the Supplier to be involved in the Services [and deliverables]:

As outlined in the Supplier's Tender Response

#### (3.2) Performance Standards

As outlined in the Statement of Requirements

#### (3.3) Location(s) at which the Services are to be provided:

At Supplier's own premises

#### (3.4) Quality Standards

As outlined in the Statement of Requirements

#### (3.5) Contract Monitoring Arrangements

As outlined in the Statement of Requirements

#### 4. CONFIDENTIAL INFORMATION

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

#### Supplier's pricing details

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

#### 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	19/01/2023

### For and on behalf of the Customer-

Name and Title	
Signature	
Date	19 January 2023

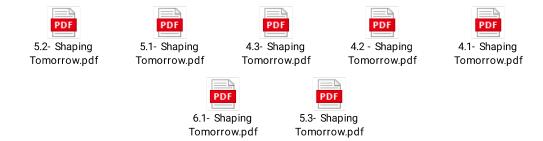
# ANNEX A Customer Project Specification

Insert Customer Specification Here.



# ANNEX B Supplier Proposal

Insert Supplier Proposal Here.





#### Part 2: Terms

Insert signed and completed Call Off Contract here.