DPS Schedule 6 (Letter of Appointment Template and Order Schedules)

Letter of Appointment

This Letter of Appointment is issued in accordance with the provisions of the DPS Contract (RM6124) between The Department for Transport and 5654 & Company Ltd, dated 04/04/2024

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

ORDER:

Order Number:	TATE3006		
From:	Department for Transport		
То:	5654 & Company Ltd		
Order Start Date:	02/05/2024		
Order Expiry Date:	Provisionally 19/07/2024		
Order Initial Period:	3 Months		
Order Optional Extension Period:	N/A		
Goods or Services required:	Goods or Services required are set out in DPS Schedule 1 of the DPS Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter. Subsequent calls for Goods or Services shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment.		
Key Staff:	For the Client:		

Guarantor(s)	

Order Contract Charges (including any applicable discount(s), but excluding VAT):	Please see pricing schedule: Pre agreed guaranteed deliverables: £60,337.50 excluding VAT Remaining contract budget (£39,662.50 excluding VAT) available to be used for the proposed additional research noted in the pricing schedule submission at the discretion of Active Travel England.
Liability	See Clause 11 of the Core Terms
Additional Insurance Requirements	N/A
Client billing address for invoicing:	SSa.invoice@sharedservicesarvato.co.uk or: DfT Shared Services Arvato, Accounts Payable Team, 5 Sandringham Park, Swansea Vale, Swansea, SA7 0EA

Special Terms	N/A
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DPS Schedule 6 (Letter of Appointment and Order Schedules)

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PROGRESS REPORT FREQUENCY On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY Quarterly on the first Working Day of each quarter

KEY SUBCONTRACTOR(S)

COMMERCIALLY SENSITIVE INFORMATION Supplier's Commercially Sensitive Information

Supplier's Pricing Schedule and Technical Responses

Supplier's CVs provided

SOCIAL VALUE COMMITMENT

The Agency agrees, in providing the Goods or Services and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Proposal)

SERVICE CREDIT CAP N/A

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order 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 Order Special Terms and Order Special Schedules.
- 2. Joint Schedule 1 (Definitions and Interpretation) RM6124
- 3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6124
 - 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)
 - Order Schedules for RM6124
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details)
 - o [Order Schedule 6 (ICT Services)
 - Order Schedule 7 (Key Supplier Staff)

RM6124 - Communications Marketplace DPS

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o [Order Schedule 20 (Order Specification)

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- 4. CCS Core Terms
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6124
- 6. Order Schedule 4 (Proposal) as long as any parts of the Order 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 Order 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 Goods or Services.

FORMATION OF ORDER CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into an Order Contract with the Client to provide the Goods or Services in accordance with the terms of this letter and the Order Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Order Incorporated Terms. The Parties hereby acknowledge and agree that this Order 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.

For and on behalf of the Agency:		For and on behalf of the Client:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	02/05/2024	Date:	02/05/2024

DPS Schedule 6 (Letter of Appointment and Order Schedules)

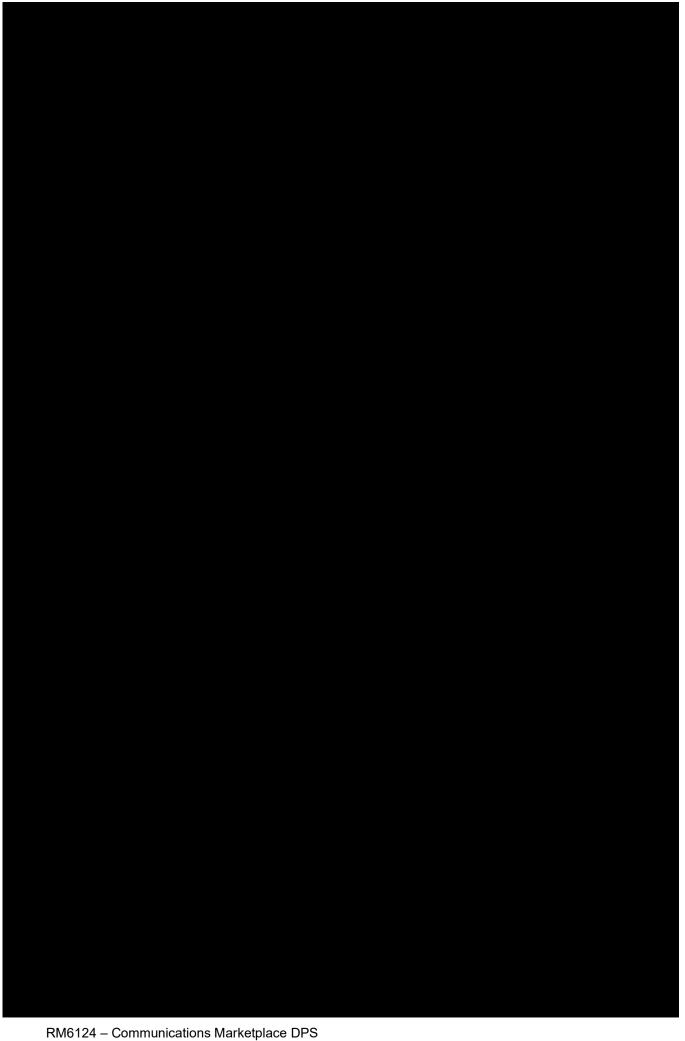
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ANNEX A

Agency Proposal

Please see Tender documents and Technical bid responses below.





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