

## LETTER OF APPOINTMENT AND CALL-OFF TERMS

Engine Partners UK LLP

**REDACTED**

### Part 1: Letter of Appointment

Dear Annie Gallimore,

This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM3774) between CCS and the Agency, dated 16/12/2016.

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

<b>Order Number:</b>	CCCS19A04
<b>From:</b>	The Cabinet Office ("Client") <b>REDACTED</b>
<b>To:</b>	Engine Partners UK LLP ("Agency") <b>REDACTED</b>

<b>Effective Date:</b>	4 <sup>th</sup> February 2020
<b>Expiry Date:</b>	End date of Initial Period 3 <sup>rd</sup> February 2022 End date of Maximum Extension Period: 3 <sup>rd</sup> February 2024 Minimum written notice to Agency in respect of extension: six (6) months

<b>Services required:</b>	Set out in Schedule 2 of the contract and to be delivered in line with the accepted bid submission and as detailed at Annex A of this Letter.  Subsequent calls for works shall be priced and agreed using the framework Statement of Works form as per Annex A to Schedule 2 of the contract
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<b>Key Individuals:</b>	<b>For the Client:</b> <b>REDACTED</b>  <b>For the Agency:</b>  Due to the standby nature of this call-off contract, key personnel will be defined with each statement of work that is commissioned.
<b>Guarantor(s)</b>	N/A

<b>Call Off Contract Charges (including any applicable discount(s), but excluding VAT):</b>	Payment will be made in line with the contract charges at Schedule 9 of the contract. All rates are inclusive of expenses and exclusive of VAT.  The contract will be for a maximum of £28,000,000.00 (Ex VAT) but including all extension options.  This is a call off contract and therefore there is no guarantee of spend.
<b>Liability</b>	Agency Liability: see clause 18.2 of Call Off Contract Client Liability: see clause 18.4 of Call Off Contract
<b>Insurance Requirements</b>	In line with the terms & conditions.
<b>Client billing address for invoicing:</b>	<b>REDACTED</b>

<b>GDPR</b>	Call-Off Schedule 8 (Authorised Processing Template)
<b>Alternative and/or additional provisions:</b>	N/A

## 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 a Call-Off Contract with the Client to**

**provide the Services in accordance with the terms of this letter and the Call-Off Terms.**

**The Parties hereby acknowledge and agree that they have read this letter and the Call-Off 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.**

**For and on behalf of the Agency:**

Name and Title: **REDACTED**

Signature: **REDACTED**

Date: **REDACTED**

**For and on behalf of the Client:**

Name and Title: **REDACTED**

Signature: **REDACTED**

Date: **REDACTED**

**ANNEX A**

**Supplier Bid Submission**

**REDACTED**