

SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES**I. Index**

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II. Cover Letter



Department
for Transport

X

Chief Executive Officer

ADEPT – Association of Directors of Environment, Economy, Planning & Transport

X

Date: 14/03/24

Our ref: TLOT10167 – Skills Analysis

Dear X,

Following your proposal for the supply of the Skills Analysis work to the DfT, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the Annexes set out the terms of the Contract between the DfT and ADEPT for the provision of the Deliverables set out in the Order Form.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful Delivery of the Deliverables. Please confirm your acceptance of this Contract by signing and returning the Order Form to X at the following email address: X within 3 working days from the date of the Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) above in any future communications relating to this Contract.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us

Yours faithfully,

X

III. Order Form

1. Contract Reference	TLOT10167	
2. Buyer	Department for Transport Great Minster House 33 Horseferry Road London SW1P 4DR In entering into this Contract, the Buyer is acting as part of the Crown and the Supplier shall be treated as contracting with the Crown as a whole.	
3. Supplier	Association of Directors of Environment, Economy, Planning & Transport (ADEPT) Address: 10 Queen Street Place, London, EC4R 1BE Registration number: 14009141	
4. The Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions (" Conditions ") and Annexes. Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.	
5. Deliverables	Goods	None
	Services	Description: as set out <ul style="list-style-type: none"> In the Supplier's tender (Annex 4) The Services are: <ul style="list-style-type: none"> To be performed as set out in the above Date(s) of Delivery: as set out in the above
6. Specification	The specification of the Deliverables is as set out: <ul style="list-style-type: none"> in the Supplier's tender as set out in Annex 4 	
7. Start Date	14 th March 2024	
8. Expiry Date	31 st May 2024	
9. Extension Period	Not applicable	

10. Buyer Cause	Any Material Breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier.
11. Optional Intellectual Property Rights ("IPR") Clauses	Insert Not applicable
12. Charges	The Charges for the Deliverables shall be £25,000 ex VAT
13. Payment	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to:</p> <p><i>Accounts Payable, Shared Services Arvato, 5 Sandringham Park, Swansea Vale, Swansea SA7 0EA ssa.invoice@sharedservicesarvato.co.uk.</i></p> <p>Upon receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p>
14. Data Protection Liability Cap	In accordance with clause Error! Reference source not found. of the Conditions, the Supplier's total aggregate liability under clause Error! Reference source not found. of the Conditions is no more than the Data Protection Liability Cap, being 150% of the Contract Charges.
15. Progress Meetings and Progress Reports	To be agreed at the contract initiation meeting

16. Buyer Authorised Representative(s)	For general liaison your contact will continue to be X
17. Supplier Authorised Representative(s)	For general liaison your contact will continue to be X
18. Address for notices	<div> As set out in section 2 Attention: Buyer's Authorised Representative </div> <div> As set out in section 3 Attention: Supplier Authorised Representative </div>
19. Key Staff	<p>Key Staff Role: Deputy Key Staff Name: X Contact Details: X CEO</p> <p>[List names of any Key Staff required to deliver the Contract, and their contact details – see clause Error! Reference source not found. of the Conditions for further details]</p>
20. Procedures and Policies	Not Applicable
21. Special Terms	Not Applicable
22. Incorporated Terms	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> (a) The cover letter from the Buyer to the Supplier dated 14th March 2024 (if used) (b) This Order Form (c) Any Special Terms (see row 21 (Special Terms) in this Order Form) (d) Conditions (e) The following Annexes in equal order of precedence: <ul style="list-style-type: none"> i. Error! Reference source not found. ii. Error! Reference source not found. iii. Error! Reference source not found. iv. Error! Reference source not found.

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Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer acting on behalf of the Crown
Name: X Chief Executive	Name: X Commercial Relationship Manager
Date: 14 th March 2024	Date: 15 th March 2024
Signature: X	Signature: X