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Department for Transport

[REDACTED]
BSI Standards Limited
389 Chiswick High Road
London W4 4AL

Email: [REDACTED]

[REDACTED]
Department for Transport
Great Minster House
33 Horseferry Road
London
SW1P 4DR
Direct Line: [REDACTED]

Email: [REDACTED]
Web Site: www.dft.gov.uk

Ref: TFTS1002

22 November 2022

Connected and Autonomous Vehicle Standards Programme – Phase 3

Dear [REDACTED]

I am pleased to confirm the award of the above contract to BSI to support the Department for Transport by developing Phase 3 of the Connected and Automated Vehicles Standards Programme, as specified in the BSI CAV Phase 3 Programme Proposal V3.0 attached hereto.

1. The terms governing BSI's appointment under this letter and the rights and obligations of BSI and the Department of Transport shall be established and construed in accordance with the Department of Transport's standard terms (the "General Conditions of Contract for Services") and shall form a contract between BSI and the Department of Transport upon acceptance of this appointment by BSI.
2. BSI shall provide its services and deliverables under this appointment in accordance with its established terms for standards development (the "Standards Development Agreement").
3. Each of the Proposal, the General Conditions of Contract for Services, and the Standards Development Agreements are as attached hereto. The Standards Development Agreements consist of the PAS Development Agreement and the Flex Standard Development Agreement.

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BSI CAV Phase 3 General-conditions-o Schedule 2 Standards
Programme Proposal f-contract-for-servicesDevelopment Agreeem

4. Both the Proposal (Schedule 1) and the Standards Development Agreements (Schedule 2) shall be incorporated as schedules to the General Conditions of Contract for Services to reflect the Specification (as defined in the General Conditions of Contract for Services) and a schedule of Additional Terms, respectively.
5. Notwithstanding the terms of clause F8.2 of the General Conditions of Contract for Services which sets out the order of precedence for construing conflicting terms or documents, the terms of the relevant Standards Development Agreement shall take priority in relation to all matters specific to the standards development, and in the event of conflicting terms between the terms of the relevant Standards Development Agreement and the General Conditions of Contract for Services and its schedules, the terms of the relevant Standards Development Agreement shall prevail. It is expressly agreed that the terms applicable to: (i) any Intellectual Property Rights arising from BSI's appointment and (ii) BSI's liability for this appointment shall be those terms set out in the relevant Standards Development Agreement.
6. The Parties acknowledge that this is a direct award and any tender-related obligations, law or regulations in the General Conditions of Contract for Services do not apply.
7. No representation, warranty, assurance or undertaking (express or implied) is or will be made, and no responsibility or liability is or will be accepted by BSI in relation to the adequacy, accuracy, completeness, or reasonableness of any standards. All and any such responsibility and liability is expressly disclaimed to the full extent permitted by the law.
8. Clause C3.1 of the General Conditions of Contract for Services shall only apply in circumstances where the sum of money that is recoverable from or payable by BSI is related to a proven material breach of the contract by BSI.
9. The Department for Transport grants BSI a worldwide, perpetual, royalty-free, non-exclusive, non-transferable licence to use, modify and reproduce in any form the IP Materials.
10. The consequences of termination in clause H4.1 of the General Conditions of Contract for Services shall only apply where there has been a material breach of the Contract by BSI. Where there is no material breach of the Contract, any termination by the Department for Transport will lead to the consequences set out in clause H4.2.
11. In addition to the clauses set out in H4.4(b) of the General Conditions of Contract for Services, where any Standards Development Agreement applies, the provisions dealing with Intellectual Property Rights and liability in the relevant Standards Development Agreement will survive the termination or expiry of the Contract.

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12. Liability and indemnities:

Contrary to clause G1.4 of the General Conditions of Contract for Services, the annual aggregate liability of either Party (including under any indemnity) (1) under the Contract; and (2) for Default resulting in direct loss of or damage to the property of the other under or in connection with the Contract, shall in no event exceed the contract value.

The above limitation of liability applies to the liability in clauses F5.4 (costs related to replacement provider) and G1.6 (additional costs related to Default) of the General Conditions of Contract for Services.

13. The contract will commence on 01/04/2022, ending by 31/03/2025.
14. The maximum contract value will be **£2,051,102** ex VAT. This amount is not to be exceeded without the Department's prior permission in writing.
15. Suppliers must be in possession of a written purchase order (PO), before commencing any work under this contract. You must quote the PO number on all invoices, and these must be submitted directly to:

**Accounts Payable,
Shared Services arvato,
5 Sandringham Park,
Swansea Vale,
Swansea
SA7 0EA
ssa.invoice@sharedservicesarvato.co.uk**

16. The contract manager is [REDACTED]

Yours sincerely

[REDACTED]

[REDACTED] Commercial Relationship Management Lead
by authority of the Secretary of State for Transport

Supplier Representative: [REDACTED]
Role: CFO
Date: 22 November 2022 6:21 PM GMT
Signature: [REDACTED] <small>DocuSigned by: EE1791D1AA4E426</small>

Supplier Representative: [REDACTED]
Role: Chief Executive
Date: 23 November 2022 12:52 AM GMT
Signature: [REDACTED]