

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment



Dear Sir/Madam

Letter of Appointment

This letter of Appointment dated 27/10/2021, is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier.

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


Order Number:	Con_19615
From:	MoJ, 102 Petty France, London, SW1H 9AJ (" Customer ")
To:	RAND Europe Community Interest Company ("Supplier")

Effective Date:	1 st November 2021
Expiry Date:	End date of Initial Period: 31 st March 2023 End date of Maximum Extension Period: 6 months

	Minimum written notice to Supplier in respect of extension: 2 Weeks

Services required:	Set out in Section 2 , Part B (Specification) of the DPS Agreement and refined by: the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B
--------------------	---

Key Individuals:	[REDACTED] ("Customer") And [REDACTED] ("Supplier")
[Guarantor(s)]	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	As per embedded Appendix E submitted by the Supplier as part of their bid response. [REDACTED] These costs are commercially confidential and not to be disclosed for three years from the proposal submission date.
Insurance Requirements	Insurance As per terms (Clause 19 of the Contract Terms)
Liability Requirements	Suppliers limitation of Liability (Clause Error! Reference source not found. of the Contract Terms);
Reimbursable Expenses	Not permitted unless approved in advance by the Customer and in line with MoJ Policy.  Travel and subsistence policy and
GDPR	See Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects

Alternative and/or additional provisions (including Schedule 8 (Additional clauses)):	N/A
---	-----

FORMATION OF 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 Contract Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Contract 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 Customer: **Ministry of Justice**

Name	[REDACTED]
Title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

We accept the terms set out in this letter and its Annexes, including the Conditions.

For and on behalf of the Supplier: **RAND Europe Community Interest Company**

Name	[REDACTED]
Title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

ANNEX A

Customer Project Specification

To be determined by the Customer at Call for Competition stage

[REDACTED]

ANNEX B

Supplier Proposal

To be determined at Call for Competition stage

[REDACTED]

Amendments agreed by both parties to the response to Question 1.1.5:

With respect to the sample, both parties have agreed inclusion of a Welsh force will be included for phases 1 and 2.

Changes to the payment milestones have also been agreed by both parties as follows:

Following the project initiation meeting between the Ministry of Justice and **RAND Europe Community Interest Company**, a change to the proportion and timing of the first milestone payment has been agreed. The payment changes are shown in red as follows and supersede all other documents stating the milestone payments for phases 1 and 2:

Phase 1 and 2 (budget of £550,000 ex. VAT)		
Milestone 1 (40%)	On receipt and approval of research plan, and research materials for phase 1 and 2 fieldwork All forces contacted and fieldwork commenced	January 2022
Milestone 2 (60%)	On completion of phase 1 and 2 fieldwork and analysis, delivery of process maps, supporting dataset and emerging findings from both phases	March 2022

Phase 3 and reporting (budget of £525,000 ex. VAT)		
Milestone 1 (20%)	On receipt and approval of Phase 3 research plan and materials	April 2022
Milestone 2 (10%)	Delivery of interim report and presentation to working group	June 2022
Milestone 3 (55%)	Completion of all fieldwork	November 2022
Milestone 4 (5%)	Delivery of draft full report and presentation to working group	January 2023
Milestone 5 (10%)	On delivery of agreed final report (to publication standard)	March 2023

Part 2: Contract Terms

To be Finalised by the Customer at Award Stage

[REDACTED]