



Crown
Commercial
Service



Government
Communication
Service

Call-Off Contract
Letter of Appointment
Call-Off Schedules v2.0

Campaign Solutions 2

Reference Number
RM6125

Letter of Appointment and Call-Off Schedules (Framework Schedule 6)

Letter of Appointment

The Agency is one of a number of agencies appointed by the Crown Commercial Service (CCS) to the Framework Agreement and is therefore able to enter into this Call-Off Contract.

This Letter of Appointment is issued in accordance with the provisions of the Framework Contract RM6125 between CCS and the Agency, dated September 2021.

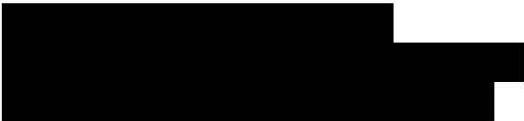

Capitalised terms and expressions used in this letter have the same meanings as in the Call-Off Incorporated Terms unless the context otherwise requires.

CALL-OFF LOT(S):

| | |
|----------------------|--|
| Order Number: | CS22124 |
| From: | UK Space Agency, 10 Victoria Street, London, SW1H 0NB |
| To: | Identity Holdings Limited t/a Identity, Identity House, Westham Business Park, Eastbourne Road, Westham, East Sussex, BN24 5NP |

| | |
|--|-----------------------------|
| Call-Off Start Date: | 22 nd April 2022 |
| Call-Off Expiry Date: | 31 st July 2022 |
| Call-Off Initial Period: | 3 months |
| Call-Off Optional Extension Period: | N/A |

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| Deliverables required: | <p>Deliverables required are set out in Framework Schedule 1 of the Framework Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter.</p> <p>Subsequent calls for Deliverables shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment.</p> |
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|---------------------|--|
| Key Staff: | For the Client:  For the Agency:  |
| Guarantor(s) | N/A |

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| Call-Off Contract Charges (including any applicable discount(s), but excluding VAT): | The total value of the contract is £82,290.51 excluding VAT. |
| Liability | See Clause 11 of the Core Terms Estimated Year 1 Charges: |
| Additional Insurance Requirements | N/A |
| Client billing address for invoicing: | UK Space Agency, Polaris House, North Star Ave, Swindon SN2 1SZ |
| Special Terms | N/A |

PROGRESS REPORT FREQUENCY

Fortnightly or as agreed in the monthly progress meeting.

PROGRESS MEETING FREQUENCY

Monthly on the first Working Day of each quarter

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

[REDACTED]

[REDACTED]

SOCIAL VALUE COMMITMENT

The Agency agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Proposal)

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off 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 Call-Off Special Terms and Call-Off Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6125*
3. *The following Schedules in equal order of precedence:*
 - *Joint Schedules for RM6125*
 - *Joint Schedule 2 (Variation Form)*
 - *Joint Schedule 3 (Insurance Requirements)*
 - *Joint Schedule 4 (Commercially Sensitive Information)*
 - *Joint Schedule 6 (Key Subcontractors)*
 - *Joint Schedule 10 (Rectification Plan)*
 - *Call-Off Schedules for RM6125*
 - *Call-Off Schedule 1 (Transparency Reports)*
 - *Call-Off Schedule 2 (Staff Transfer)*
 - *Call-Off Schedule 3 (Continuous Improvement)*

- *Call-Off Schedule 5 (Pricing Details)*
- *Call-Off Schedule 7 (Key Supplier Staff)*
- *Call-Off Schedule 15 (Call-Off Contract Management)*
- *Call-Off Schedule 20 (Call-Off Specification)*

4. CCS Core Terms

5. Joint Schedule 5 (Corporate Social Responsibility) RM6125







6. Call-Off Schedule 4 (Proposal) as long as any parts of the Call-Off 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 Call-Off 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 Deliverables.

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 into a Call-Off Contract with the Client to provide the Deliverables in accordance with the terms of this letter and the Call-Off Incorporated Terms.

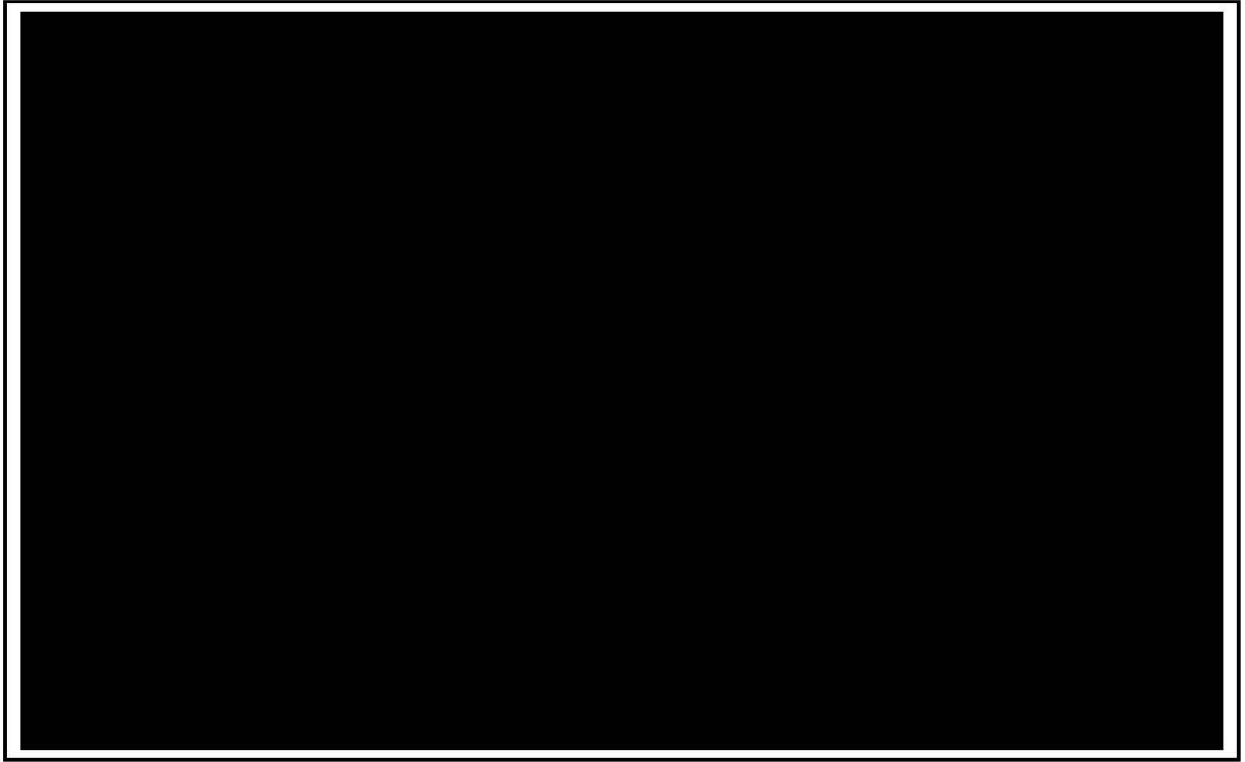
The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Incorporated Terms. The Parties hereby acknowledge and agree that this Call-Off Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.

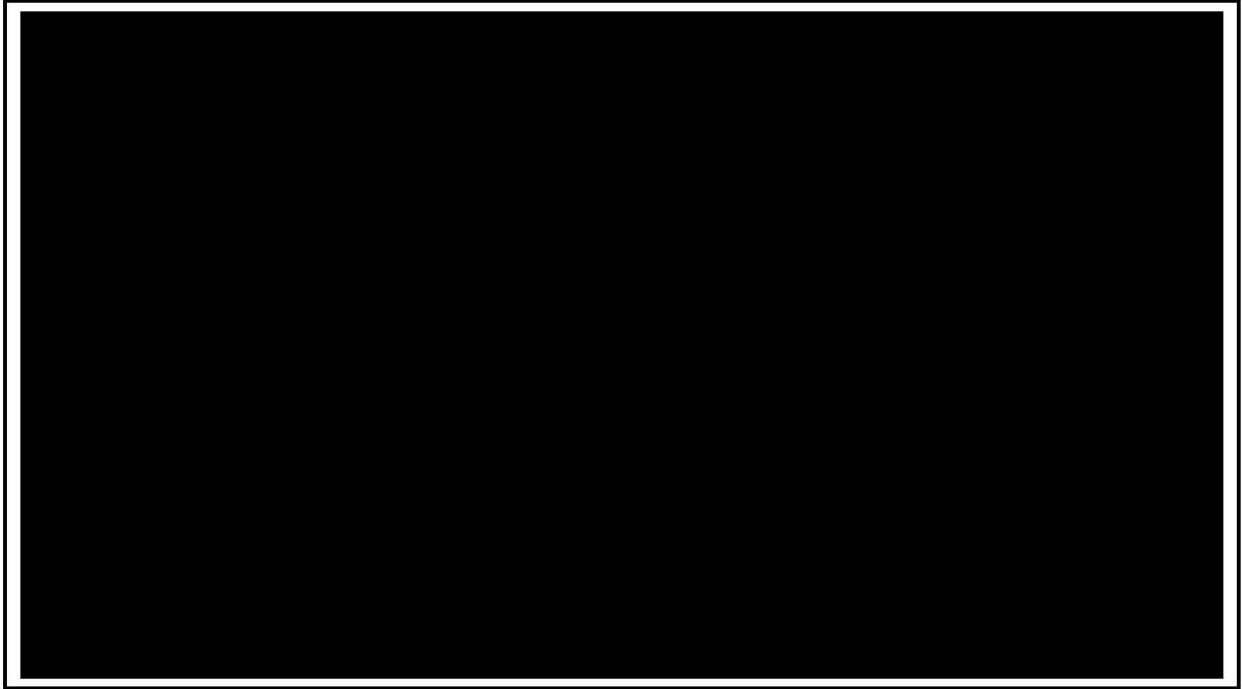
| For and on behalf of the Agency: | | 1.1 For and on behalf of the Client: | |
|----------------------------------|---|--------------------------------------|---|
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: | 24/04/2022 | Date: | 26/04/2022 |

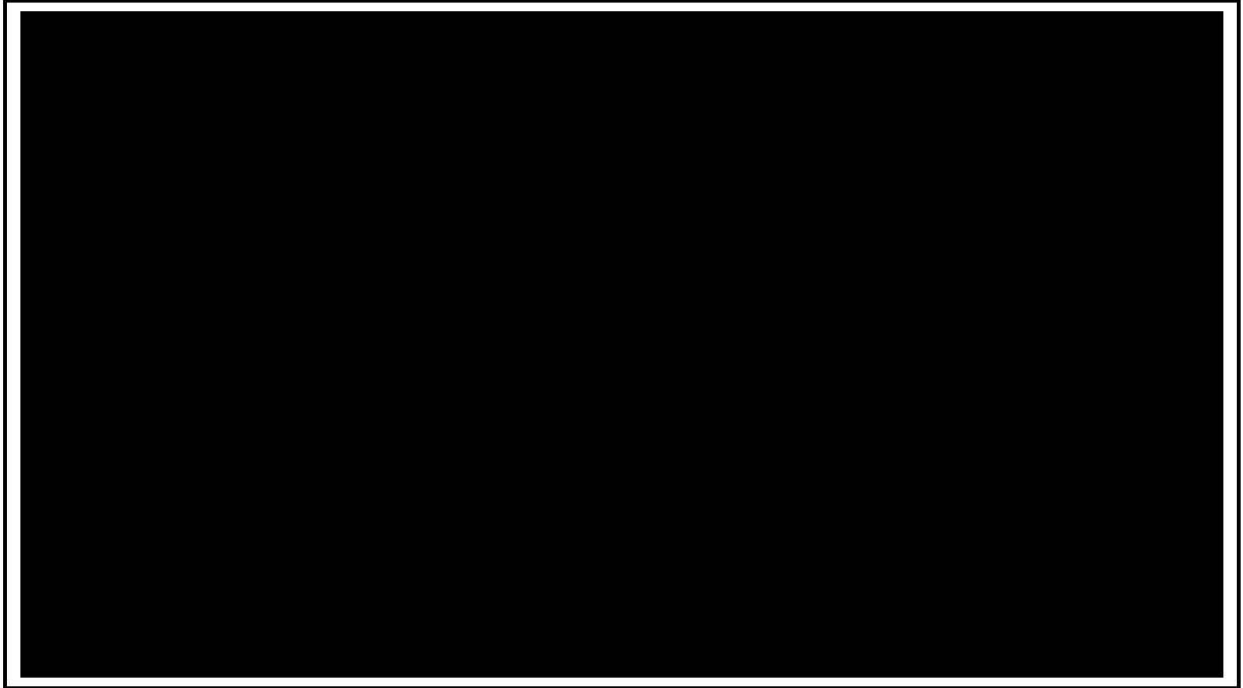
ANNEX A
Agency Proposal

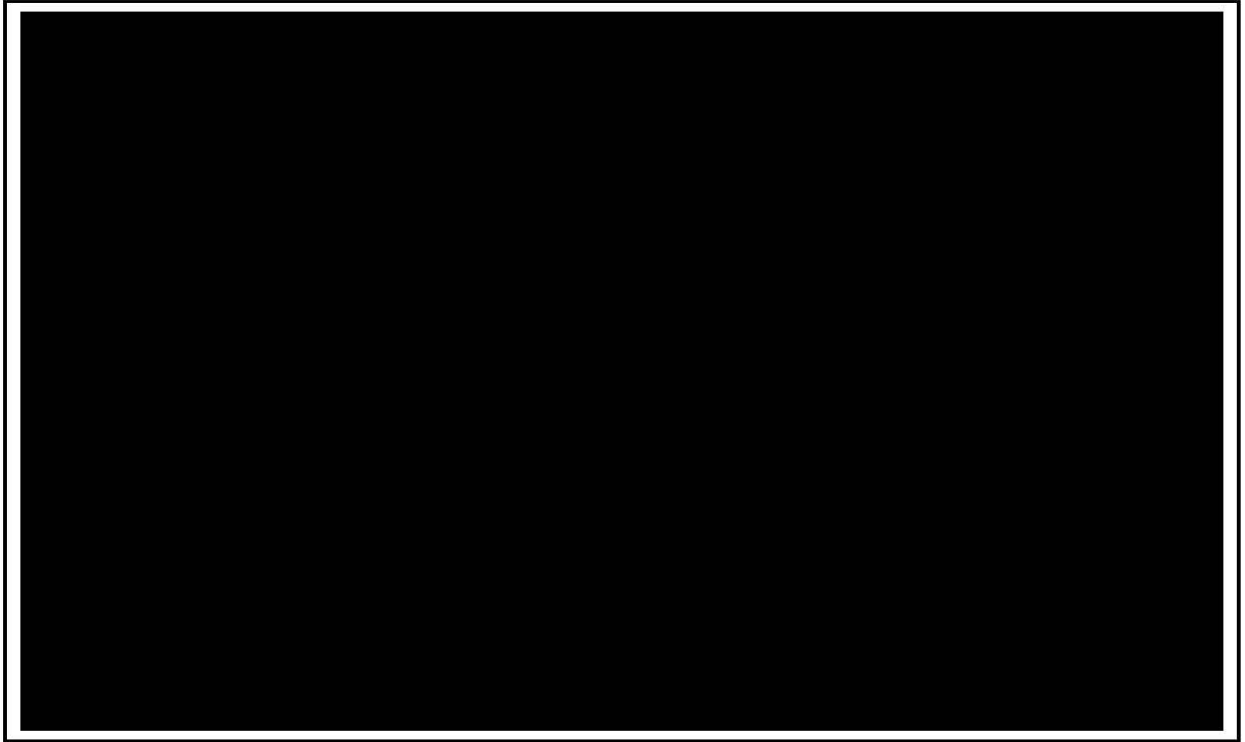




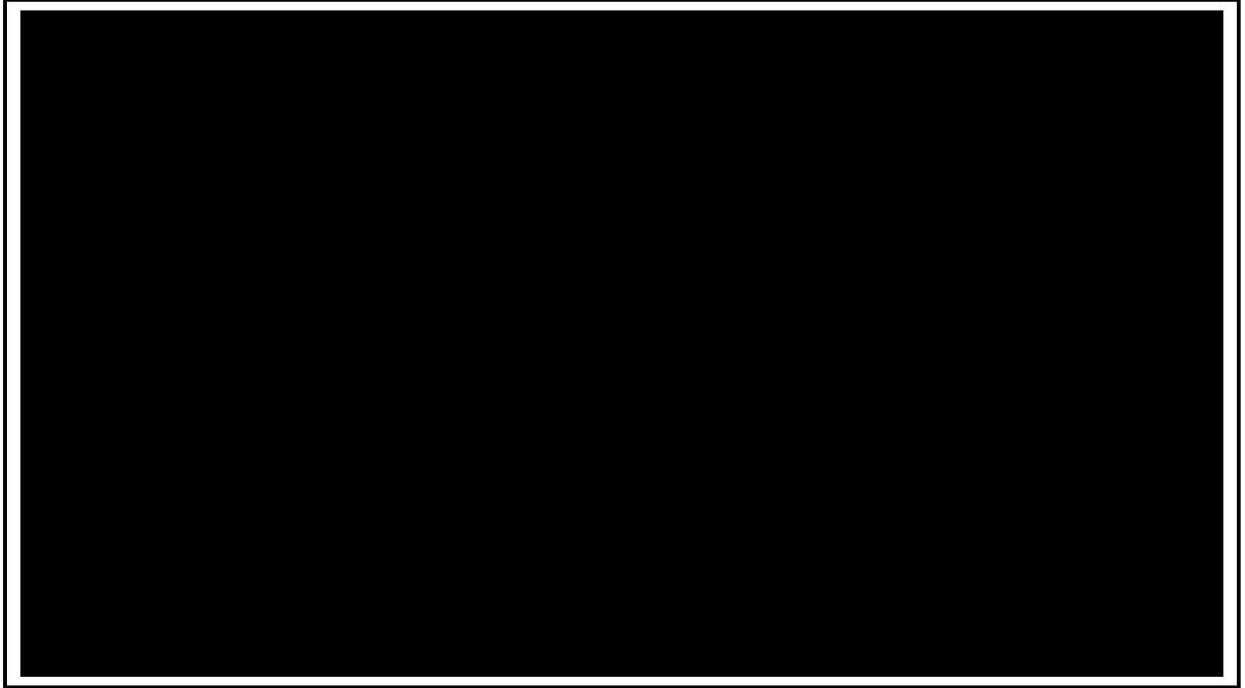


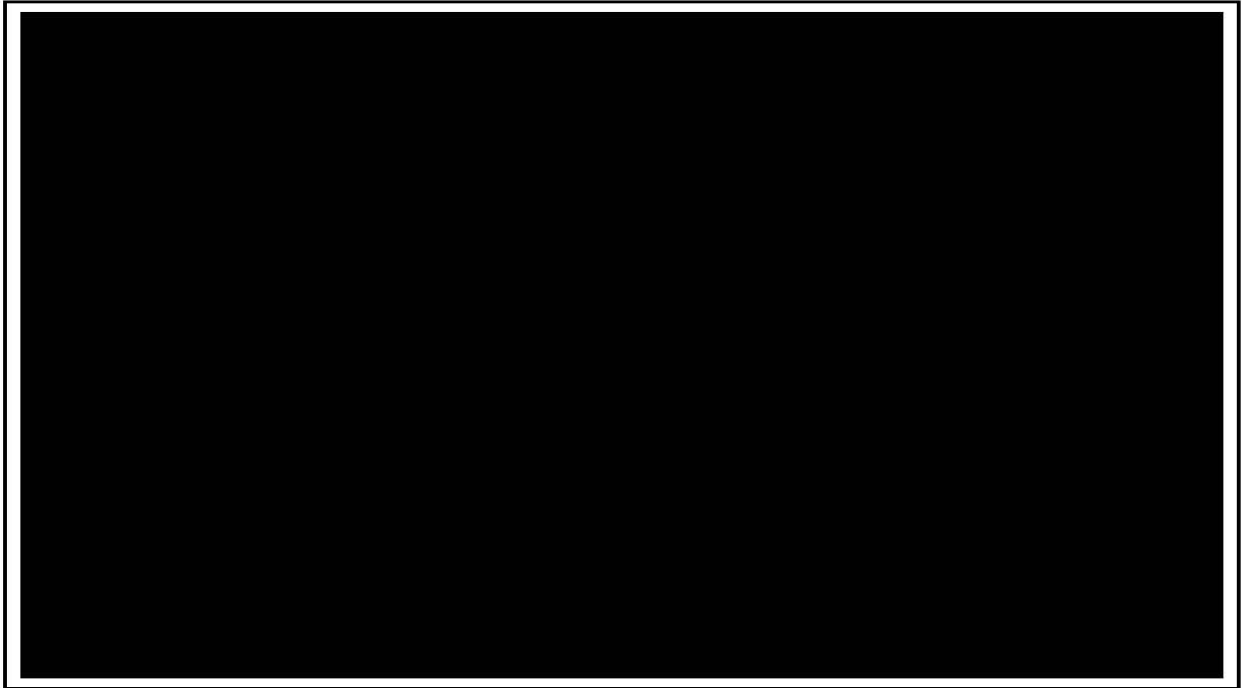


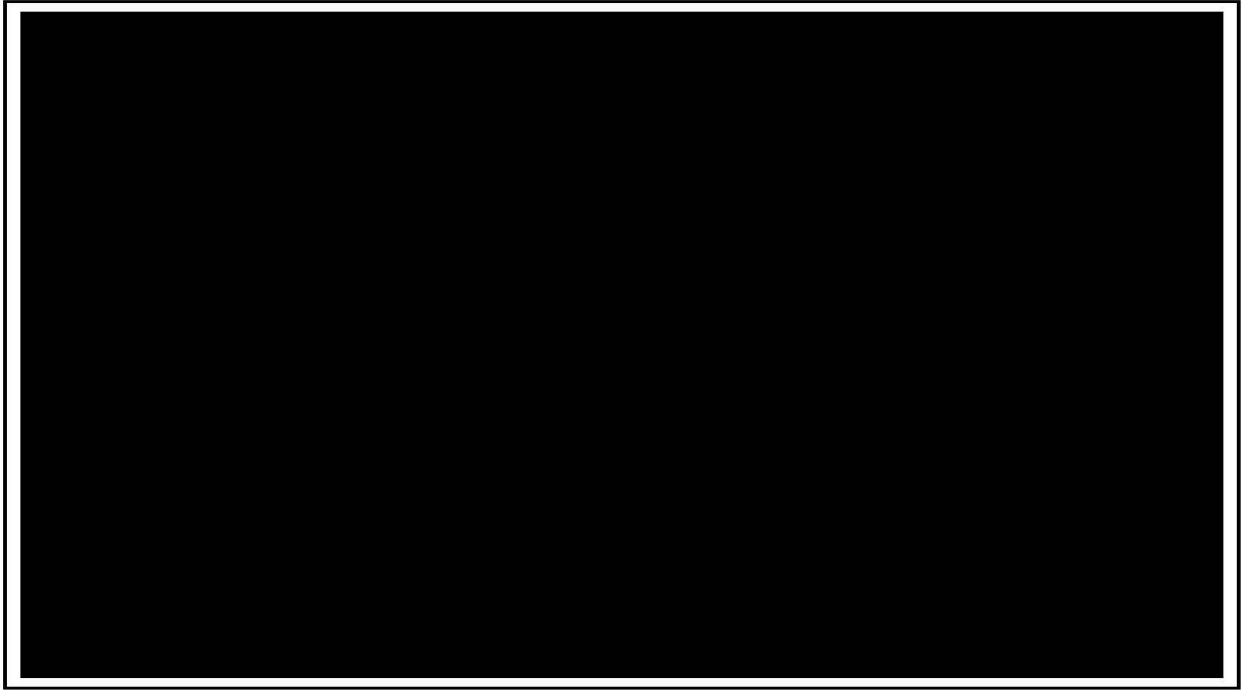














Annex B

Statement of Work

This Statement of Work is issued under and in accordance with the Call-Off Contract entered into between the parties dated 22nd April 2022.

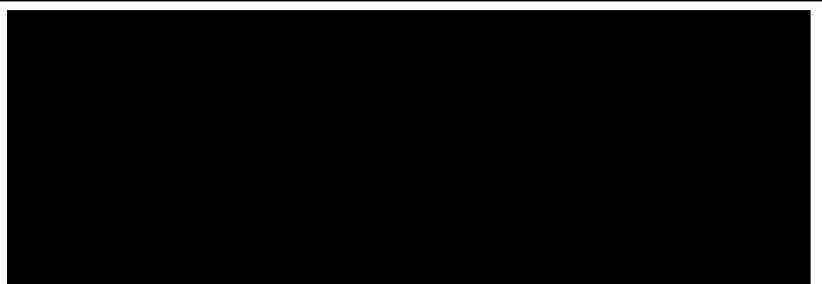
Any schedule attached to this Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. A schedule attached to this Statement of Work only applies to the relevant project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.

i) Where a Statement of Work would result in:

- a variation of the Services procured under this Call-Off Contract;
- an increase in the Charges agreed under this Call-Off Contract; or
- a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Call-Off Contract, the relevant term(s) will be dealt with as a proposed Variation to this Call-Off Contract in accordance with the Variation procedure set out in Clause 24.

| | |
|---------------------------------------|---|
| Project: | CS22124 Farnborough Air Show Stand Design and Build |
| Project start Date | The contract start date is 22 nd April 2022 and shall expire on Wednesday 31 st July 2022. |
| Notice period for cancellation | Notice period for cancellation is 30 days. |
| Overarching Brand/Campaign | The aim of this tender exercise is to secure a contract for the design, build, hire and removal of the physical UK Space Pavilion at the Farnborough International Airshow (FIA). |
| Deliverables | <p>The designs will include the following facilities, or provide alternatives that lead to the same outcomes:</p> <ol style="list-style-type: none"> 1. An engaging and easy-to-navigate exhibition space, with ample space for delegates to network, surrounded by multiple areas where information on UKSA / Industry programmes can be visually conveyed through infographics, videos, etc. 2. There will be 6 key zones throughout the Pavilion – including two required to be 20m² each for the UKSA's Zone Partners, UKspace and the European Space Agency (ESA). The 4 additional zones will each promote a different core aspect of UKSA's work. |

- Every zone should have a stand / focal point for staff to work around.
3. The zone for UKspace must also include:
 - 3x double sided, small 'pods' for 6x co-exhibitors. As a minimum these should include a screen, desk/ table for a laptop and seating for 1-2 people.
 - UKspace branding
 - Display of UKspace member logos (to be provided)
 - Display of UKspace messaging (to be provided)
 4. A central focal point, including a large TV screen and some seating.
 5. Main reception desk
 6. An area suitable for Ministerial announcements to be made if necessary. Please consider AV requirements for announcements/ speeches (e.g. local speakers).
 7. Small exhibition stands or 'pods' for a minimum of 10 individual co-exhibitors to share their work with attendees. Each pod will need a minimum of a screen, desk/table for a laptop and seating for 1-2 people. Each pod should include the co-exhibitor's logo (to be provided)
 8. A large lockable storage area for exhibitor / UKSA use to store collateral, luggage, equipment and coats.
 9. Suspended branding across the two separate exhibition spaces to create a sense of one cohesive area. This should clearly identify the UK Space Pavilion, plus display logos (as provided).
 10. The point of the UK Space Pavilion is to encourage networking and inspire B2B meetings. Therefore the Pavilion should also include:
 - Minimum of four closed meeting rooms that can accommodate up to six people each, with space for chairs and a small table.
 - Informal additional seating / tables which could possibly be rearranged to form an informal 'auditorium' if required.



| | |
|--|---|
| Inclusion of Additional Schedules | N/A |
| Project Plan: | |
| Contract Charges: | <p>All rates should be less than the maximum rates set out in the Agency rate card submitted as part of the original framework evaluation as set out in Framework Schedule 3.</p> <p>Payment terms: 25% upon invoice to be paid in May with the balance to be paid at the end of July upon delivery of the full contract.</p> |
| Client Assets: | N/A |
| International locations: | N/A |
| Client Affiliates: | N/A |
| Special Terms: | N/A |
| Key Individuals: | <p>Client:</p> <p>[REDACTED]</p> <p>Agency:</p> <p>[REDACTED]</p> |
| Authorised Agency Approver: | [REDACTED] |

**Authorised Client
Approver:**

| |
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Signed by:..........

by (print name):..........

As Agency Authorised for

As Agency Authorised Approver for and on behalf of

[Agency]

Date.....25/04/2022.....

Signed by:..........

by (print name):..........

As Client Authorised Approver for and on behalf of

[Client]

Date.....26/04/2022.....