

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: CR19109 Letter of Appointment

Dear Sirs,

Letter of Appointment

This letter of Appointment dated Friday, 7th February 2020, 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.

Reference Number:	CR19109
From:	Department for Business, Energy and Industrial Strategy 1 Victoria Street London SW1H 0ET ("Customer")
To:	Enerdata SAS 47 avenue Alsace-Lorraine, Grenoble, France, 38000 ("Supplier")
Effective Date:	Monday, 10 th February 2020
Expiry Date:	Friday, 31 st July 2020
Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: <ul style="list-style-type: none">- The Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B.
Key Individuals:	BEIS Project Manager - [REDACTED]
Contract Charges (including any applicable discount(s), but excluding VAT):	As per AW5.2 Price Schedule response highlighted within the RM6018 Contract Terms, section; Annex 1 – Contract Charges; £149,305.05 Excluding VAT.

	The sum of £149,305.05 Excluding VAT will be set at an exchange rate of 1.17491002 that was fixed on (Sunday, 12th January 2020 – as per PROJ1.3 submitted by Enerdata SAS) equating to a fixed sum of €175,420.00.
Insurance Requirements	Suppliers please see Clause 10.0 section 10.8 (Insurance) of the DPS Agreement.
Liability Requirements	Suppliers limitation of Liability (Clause Error! Reference source not found. of the Contract Terms); Please refer to clause 18.2 of the Contract Terms.

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 Supplier:

Name and Title:

[Redacted]

Signature:

[Redacted]

Date: 14 Feb. 2020

For and on behalf of the Customer:

Name and Title:

[Redacted]

Signature:

[Redacted]

Date: 17 Feb 2020

ENERDATA
47, Avenue Alsace Lorraine
38000 GRENOBLE
FRANCE
Tel 33 (0)4 76 42 25 48 - Fax 33 (0)4 76 51 61 45
489 349 111 RCS Grenoble

Part 2: Contract Terms



Contract Terms v6.0