



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 Template 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 4th October 2022.

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: 5 Events

Order Number:	CS22380
From:	UK Space Agency, 10 Victoria Street, London, SW1H 0NB
To:	Bray Leino Ltd, The Old Sawmills, Filleigh, EX32 0RN

Call-Off Start Date:	Wednesday 5 th October 2022
Call-Off Expiry Date:	Thursday 1 st December 2022
Call-Off Initial Period:	2 months
Call-Off Optional Extension Period:	N/A

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 in Call Off Schedule 4</p> <p>Subsequent calls for Deliverables shall be priced and agreed using the Statement of Works form as per Annex A of this Letter of Appointment.</p>
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Key Staff:	For the Client: <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> For the Agency: <div style="background-color: black; height: 15px; width: 100%;"></div>
Guarantor(s)	N/A

Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):	The total value of the contract is £39,700.00 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
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PROGRESS REPORT FREQUENCY

Fortnightly or as agreed in the monthly progress meeting.

PROGRESS MEETING FREQUENCY

Monthly on the first Working Day of each month

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

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 9 (Security)*
 - *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:	5/10/2022	Date:	6/10/2022

ANNEX A**Statement of Work**

This Statement of Work is issued under and in accordance with the Call-Off Contract entered into between the parties dated 5th October 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:

The aim of this tender exercise is to secure a contract for the Stand design, build, installation, disassembly, project management provision, AV and graphic design, and an onsite resource to manage the technical operation of the stand at the Space Tech Expo (STE) from the 15th – 17th November 2022 in Bremen Germany

Project start Date

Fixed Term contract.

Notice period for cancellation

The contract start date is 5th October 2022 and shall expire on 1st December 2022.

Project Notice Period:

N/A

Overarching Brand/Campaign

To design a stand in October 2022 that showcases the capabilities of the UK space sector

- UK Government (UKSA, BEIS, DfT/CAA, DIT): half the stand should be dedicated to the work of the HMG departments involved in space activity, with UKSA as the leading agency to support us in **delivering national capabilities and missions.**

Deliverables

- UK space SMEs: half the stand should allow 6-8 UK SMEs to present their business to potential international investors and customers **to catalyse UK investment and champion the UK space sector.**



To build the stand at the Messe Bremen Convention Centre 12th - 13th November which is recyclable, reusable or made from recycled materials, built to a high quality and then deconstruct and environmentally disposed of/distribute after the event 18th – 19th November.

Design of the UK Space Pavilion

Included: Stand design, build, installation, disassembly, project management provision, AV and graphic design, and an onsite resource to manage the technical operation of the stand throughout the week.

The designs will include the following facilities, or provide alternatives that lead to the same outcomes:

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, posters, videos, etc.
2. A prominent central 'hub' to act as a stand focal point, including a large TV screen, removable tables, chairs, pods, etc. This area should be suitable for Ministerial announcements to be made if necessary.
3. Minimum of three stands for individual partner exhibitors to share their work with attendees, potentially of various sizes and include lockable cupboards (potentially through smaller / more compact exhibition pods).
4. A standalone area for large piece of space technology to be exhibited (3m²). A lockable storage area for exhibitor / UKSA use.
5. The contractor shall be responsible for:
 - a. The preparation of the final design for the Pavilion;
 - b. The construction of the Pavilion at the Exhibition, meeting building regs and safety standards;
 - c. Any servicing of the Pavilion during the Exhibition event;
 - d. The dismantling and disposal of the Pavilion once the Exhibition event is over.

	<p>6. The Pavilion shall include:</p> <ul style="list-style-type: none"> a. The Pavilion structure (including doors and storage); b. Carpets and furniture; c. Wall graphics (from supplied artwork as defined below); d. Pavilion lighting; e. Video screens (with playback capability); f. Power supply at defined outlets; g. Internet connections. h. A dedicated meeting room
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> 
Client Assets:	N/A
International locations:	Bremen Germany

Client Affiliates:	N/A
Special Terms:	N/A
Key Individuals:	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>
Authorised Agency Approver:	<div>[REDACTED]</div>
Authorised Client Approver:	<div>[REDACTED]</div>

[REDACTED]

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