

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: CR19101 Letter of Appointment

Dear Sirs,

Letter of Appointment

This letter of Appointment dated Wednesday, 12th 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:	CR19101
From:	Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London, SW1H 0ET ("Customer")
To:	National Centre for Social Research, 35 Northampton, Square, London, United Kingdom, EC1V 0AX ("Supplier")

Effective Date:	Wednesday, 12 th February 2020.
Expiry Date:	End date of Initial Period Friday, 30th October 2020 (or if break clause is initiated Monday, 31st August 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.
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Key Individuals:	BEIS Project Manager – [REDACTED]
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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; £89,819.29 Excluding VAT.
Insurance Requirements	Additional public liability insurance to cover all risks in the performance of the Contract, with a minimum limit of £5 million for each individual claim

	<p>Additional employers' liability insurance with a minimum limit of £5 million indemnity</p> <p>Additional professional indemnity insurance adequate to cover all risks in the performance of the Contract with a minimum limit of indemnity of £2 million for each individual claim.</p> <p>Product liability insurance cover all risks in the provision of Deliverables under the Contract, with a minimum limit of £5 million for each individual claim.</p>
Liability Requirements	Suppliers limitation of Liability (Clause 18.2 of the Contract Terms).
GDPR	Complete Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects. BEIS GDPR.

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:

(DEPUTY CHIEF EXECUTIVE)

Signature:

For and on behalf of the Customer:

Name and Title:

Director, Smart Metering Implementation Programme, BEIS

Signature:

Date: 18/02/2020

Date: 19/02/2020