09/12/2020

UP Projects, Clifton House, 46 Clifton Terrace, London N4 3JP

CPD 004/120/139

CONTRACT AWARD LETTER

<u>CONTRACT FOR The Procurement of an Arts Consultant for a Windrush Monument</u>

- The documents listed below form a binding contract (the "Contract") between UP Projects at Clifton House, 46 Clifton Terrace London (the "Supplier") and the Secretary of State for the Ministry of Housing, Communities and Local Government ("MHCLG"):
 - i. this Contract Award Letter:
 - ii. the Specification (Annex A);
 - iii. the Contract Terms and Conditions (Annex B);
 - iv. Resource and Pricing UP Projects (Annex C);
 - v. Supplier's Proposal (Annex D).
 - vi. Ways of Working Brief (Annex E)
- 2. In the event of conflict between any of the documents forming the Contract, the conflict shall be resolved by giving precedence to the documents in the order set out above.
- 3. In consideration of the full and proper performance by the Supplier of this Contract and subject to the other terms of this Contract, MHCLG shall pay the prices, rates and expenses specified in the Price Schedule (Annex C).

Contract Term

- 4. Subject to any termination provisions within the Contract, the [initial] term of the Contract shall commence on 9th December 2020 (the "Effective Date") and shall terminate on 31st October 2021 [MHCLG reserves the right to extend the term of the Contract by up to 8 months in any increment by giving the Supplier not less than 2 weeks written notice. MHCLG cannot guarantee any extension.]
- 5. The *fixed price* for the Contract is £30,250 (exclusive of Value Added Tax (VAT)). If the contract is extended and additional consultant days are required, this will be



agreed between the contractor and the Authority prior to any extension. Any "unused" consultant days will be arrived over into the extension period.

- 6. All invoices are to be submitted to: CP2P Team, MHCLG, 4th Floor, High Trees, Hillfield Road, Hemel Hempstead, HP2 4XN and CLGInvoices@communities.gov.uk.
- 7. Invoices must quote MHCLG's contract number and purchase order number (to be confirmed) and an appropriate description. Failure to do so may result in a delay in payment for which MHCLG cannot be held responsible.
- 8. Invoices must also quote MHCLG's vendor number. If the Supplier has not received a vendor number, the Supplier should complete a SAP7B form (available on request) and send it to MHCLG's Commercial Representative.

Contract Representatives

9. MHCLG's representatives for this Contract are:

[REDACTED]

11. The Supplier's representatives for this Contract are:

[REDACTED]

12. The Consultant(s) / Key Personnel are as follows:

[REDACTED]



Premises

13. The Premises where the Services are to be performed are as follows:

Primarily at UP Projects offices, Or at Consultants place of residence.

At such places as UP Projects may be requested to attend in order to fulfil the services under this contract for example; Waterloo Satiation, art galleries and art and/or cultural institutions around the country, scheduled meetings to discuss the monument including WCC Meetings as invited.

All aspects of the Supplier's work are expected to be planned and delivered in line with the relevant Working safely during coronavirus (COVID-19)" guidance: https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19

Execution

15. The Parties have executed and delivered this Contract as of the Effective Date.

Signed	Signed
Name	Name
Position	Position
Date	Date
for and on behalf of the Secretary of State for Housing, Communities & Local Governmen	for the Supplier

Please confirm acceptance of this Contract as soon as possible by signing and returning this document to Joanna Means Joanna.Means@communities.gov.uk MHCLG will accept a signed hard copy or a PDF version.