

# DPS Schedule 6 (Letter of Appointment and Order Schedules)

## Letter of Appointment

This Letter of Appointment is issued in accordance with the provisions of the DPS Contract RM6124 between CCS and the Agency, dated 26/02/2024.

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

**ORDER:**

<b>Order Number:</b>	GSS23966
<b>From:</b>	UK Space Agency of Polaris House, North Star Avenue, Swindon, Wiltshire.
<b>To:</b>	UMi Commercial Limited, Navigators Point, Belmont Business Park, Durham, DH1 1TW

<b>Order Start Date:</b>	23 <sup>rd</sup> February 2024
<b>Order Expiry Date:</b>	Monday 31 <sup>st</sup> March 2025
<b>Order Initial Period:</b>	14 months
<b>Order Optional Extension Period:</b>	No option to extend

<b>Goods or Services required:</b>	<p>Goods or Services required are set out in DPS Schedule 1 of the DPS 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 Goods or Services 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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<b>Key Staff:</b>	<b>For the Client:</b> [Redacted]
	<b>For the Agency:</b> [Redacted]

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<b>Guarantor(s)</b>	Not Applicable
<b>Order Contract Charges (including any applicable discount(s), but excluding VAT):</b>	£290,628.00
<b>Liability</b>	See Clause 11 of the Core Terms Estimated Year 1 Charges: <b>£152,883.00 excluding VAT</b>
<b>Additional Insurance Requirements</b>	Not Applicable
<b>Client billing address for invoicing:</b>	All invoices should be sent to [REDACTED] or UK Space Agency, Polaris House, North Star Avenue, Swindon, SN2 1FF
<b>Special Terms</b>	There will be a break clause at 31st June 24 further to the initial event at which point the CA reserve the right to terminate the contract, Should delivery not meet the required standard.

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**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

Every Monday at 11:30am leading up to each event then at least the first Monday in every month in between.

**KEY SUBCONTRACTOR(S)**

TBC

**COMMERCIALLY SENSITIVE INFORMATION**

See details in Joint Schedule 4 (Commercially Sensitive Information)

**SOCIAL VALUE COMMITMENT**

The Agency agrees, in providing the Goods or Services and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Proposal)

**SERVICE CREDIT CAP**

Not Applicable

**ORDER INCORPORATED TERMS**

The following documents are incorporated into this Order 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 Order Special Terms and Order Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6124*
3. *The following Schedules in equal order of precedence:*
  - *Joint Schedules for RM6124*
    - *Joint Schedule 3 (Insurance Requirements)*
    - *Joint Schedule 4 (Commercially Sensitive Information)*
    - *Joint Schedule 6 (Key Subcontractors)*
    - *Joint Schedule 11 (Processing Data)*
  - *Order Schedules for GSS23966*
    - *Order Schedule 1 (Transparency Reports)*
    - *Order Schedule 2 (Staff Transfer)*
    - *Order Schedule 3 (Continuous Improvement)*
    - *Order Schedule 5 (Pricing Details)*
    - *Order Schedule 6 (ICT Services)*
    - *Order Schedule 7 (Key Supplier Staff)*
    - *Order Schedule 9 (Security)*
    - *Order Schedule 15 (Order Contract Management)*
    - *Order Schedule 20 (Call-Off Specification)*
4. CCS Core Terms
5. *Joint Schedule 5 (Corporate Social Responsibility) RM6124*
6. *Order Schedule 4 (Proposal)* as long as any parts of the Order Proposal that offer a better commercial position for the Client (as decided by the Client) take

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precedence over the documents above.

No other Agency terms are part of the Order 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 Goods or Services.

**FORMATION OF ORDER CONTRACT**

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into an Order Contract with the Client to provide the Goods or Services in accordance with the terms of this letter and the Order Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Order Incorporated Terms. The Parties hereby acknowledge and agree that this Order 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.

<b>For and on behalf of the Agency:</b>		<b>For and on behalf of the Client:</b>	
Signature:	██████████	Signature:	██████████
Name:	██████████████████	Name:	██████████
Role:	██████████	Role:	██████████
Date:	██████████	Date:	██████████

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**ANNEX A- Agency Proposal**

As per UMi Commercial Limited's submission via Jaggaer ref GSS23966 - Ignite  
Space Event Planner and Delivery Partner

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**Annex B Statement of Work-**

This Statement of Work is issued under and in accordance with the Order Contract entered into between the parties dated 26<sup>th</sup> February 2024

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.

1.1 Where a Statement of Work would result in:

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

<b>Project:</b>	The UK Space Agency seeks to engage an events professional to support planning and delivery of Ignite Space 2024 and 2025 to reach its strategic objectives. We are looking for a partner who can demonstrate the ability to plan an engaging agenda relevant to space startups and SME's, to be able to attract speakers and panellists that are not only relevant but who the target audience want to hear from and who will have the contacts and ability to attract Primes, to engage with delegates as well as attracting corporate sponsorship.
<b>Project start Date</b>	<i>The contract start date is 23<sup>rd</sup> February 2024.</i>
<b>Notice period for cancellation</b> <b>[Project Notice Period]:</b>	<i>Notice period for cancellation is 30 days.</i>
<b>Overarching Brand/Campaign</b>	Since its inception in 2021, Ignite Space has been delivered by the UK Space Agency as a one-day event with the aim of providing a platform to showcase the strength of UK based SMEs and promote the breadth of support available across the wider Space Eco-system to stimulate SME growth and bring economic returns to the UK Space Economy.

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**Goods or Services**

We want to

- deliver Ignite Space to ~500 delegates over a one- or two-day event.
- deliver an engaging agenda of topics relevant to growing businesses with speakers that they will want to hear from.
- provide networking opportunities.
- showcase the UK Space Ecosystem, the local support, capabilities and opportunities available and encourage cluster engagement.
- provide opportunities to hear from supply chain actors and investors to give valuable advice on how best growing space businesses can successfully engage with them.

[REDACTED]

**Project Plan:**

- Ignite Space 2024 to be held May/June 2024
- Ignite Space 2025 to be held February/March 2025
- Effectively mobilise to commence planning within 1 week of contract award, being mindful of the tight time-scale to deliver the first Ignite Space in May/June 2024

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[Redacted]
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**Contract Charges:**

[Redacted]
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**Client Assets:**

Details of the materials or information to be provided to the Agency.

- Logo and branding

**International locations:**

N/A

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<b>Client Affiliates:</b>	N/A
<b>Special Terms:</b>	There will be a break clause at 31st May 24 further to the initial event at which point the CA reserve the right to terminate the contract, Should delivery not meet the required standard.
<b>Key Individuals:</b>	[REDACTED]
<b>Authorised Agency Approver:</b>	[REDACTED]
<b>Authorised Client Approver:</b>	[REDACTED]

Signed by: [REDACTED]  
by (print name): [REDACTED]  
As Agency Authorised Approver for and on behalf of  
UMi Commercial Limited  
Date..... [REDACTED] .....

Signed by: [REDACTED].  
by (print name): [REDACTED]  
As Client Authorised Approver for and on behalf of  
[Client]  
Date..... [REDACTED]