**DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS**

* 1. **Letter of Appointment**

[Letterhead of Customer]

Dear Sirs

**Letter of Appointment**

This letter of Appointment dated [xxxx], 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.

|  |  |
| --- | --- |
| Order Number: | [ ] |
| From: | [ ] ("Customer") |
| To: | [ ] ("Supplier") |

|  |  |
| --- | --- |
| Effective Date: | [ ] |
| Expiry Date: | End date of Initial Period[ ]  End date of Maximum Extension Period[ ]  Minimum written notice to Supplier in respect of extension:[ ] |

|  |  |
| --- | --- |
| Services required: | Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by:  · the Customer’s Project Specification attached at Annex A and the Supplier’s Proposal attached at Annex B; and  [insert supplemental information if any] |

|  |  |
| --- | --- |
| Key Individuals: | [ ] |
| [Guarantor(s)] | [ ] |

|  |  |
| --- | --- |
| Contract Charges (including any applicable discount(s), but excluding VAT): | [ ] |
| Insurance Requirements | [ Additional public liability insurance to cover all risks in the performance of the Contract, with a minimum limit of £[x] million for each individual claim ]  [Additional employers' liability insurance with a minimum limit of £[x] indemnity ]  [Additional professional indemnity insurance adequate to cover all risks in the performance of the Contract with a minimum limit of indemnity of £[x]1 million for each individual claim.]  [Product liability insurance cover all risks in the provision of Deliverables under the Contract, with a minimum limit of £[x] million for each individual claim ] |
| Liability Requirements | **Suppliers limitation of Liability** (Clause 18.2 of the Contract Terms);  *Guidance Note: consider Clause 18 (Liability) and confirm the Suppliers financial limits of liability. Consider whether the default limits to the Suppliers liability in Clause 18.2 are appropriate for the Contract and represent the right apportionment of risk between the Customer and the Supplier. The aim should be to establish liability ceilings reflecting a combination of the best estimate by the Customer of the losses that it (and any other associated bodies) might suffer in the event of a Default by the Supplier, the likelihood of those losses occurring and the value for money considerations in limiting liability.* |
| Customer billing address for invoicing: | [ ] |

|  |  |
| --- | --- |
| GDPR | [complete Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects] |
| Alternative and/or additional provisions (including Schedule 8(Additional clauses)): | [ ] |

**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: For and on behalf of the Customer:**

Name and Title: Name and Title:

Signature: Signature:

Date: Date:

**Annex A**

**Customer Project Specification**

To be determined by the Customer at Call for Competition stage

**Annex B**

**Supplier Proposal**

To be determined at Call for Competition stage

* 1. **Contract Terms**

