

WSP UK Ltd WSP House 70 Chancery Lane London WC2A 1AF

Attn:	
By email to:	

Date: 01 September 2023

Your ref: **P02**

Our ref: **UKRI-2875_02**

Dear Sirs,

Award of call-off Contract for the supply of Support in relation to the Copeland Seismic Inversion Feasibility Study under framework Agreement dated 10 July 2023 made between WSP UK Ltd (the "Supplier") and United Kingdom Research and Innovation ("UKRI") (the "Agreement")

As you know, the Agreement anticipates that UKRI may from time to time agree call-off contracts with you.

This letter ("Contract Award Letter") sets out the basis on which we propose to award a call-off contract to you. By signing and returning this Contract Award Letter on behalf of the Supplier, you will be entering into a call-off contract on its terms and conditions (which is a "Contract" for the purposes of the Agreement).

The Contract is made under the Agreement and the entirety of the Agreement's provisions and Schedules are hereby incorporated in the Contract in full. Without limiting the incorporated provisions, all terms in the Contract shall have the meanings given in the Agreement unless otherwise provided. In the event of any conflict between the provisions of the Agreement and those of the Contract, the provisions of the Contract will prevail.

The Contract and the Agreement are the entire basis on which UKRI proposes to contract with the Supplier. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by UKRI and may delay conclusion of the Contract.

For the purposes of the Contract, UKRI and the Supplier agree as follows:

Term

1 Contract Commencement Date: **14 September 2023**

2 Contract Expiry Date: **31 December 2023**

3 Not Applicable.

Description of Goods and/or Services

- The Goods and/or Services to be delivered are Support in relation to the Copeland Seismic Inversion Feasibility Study.
- The Specification of the Goods and/or Services to be delivered, and any applicable Deliverables, is as set out in Schedule 1 of the Agreement.

Charges & Payment

The Charges for the Goods and/or Services shall be as set out in Schedule 2 of the Agreement.

Special Terms and Conditions

7 Not Applicable

Notices, Liaison and Key

Personnel

- The address for notices of the Parties shall be as set out in the Agreement.
- 9 The Key Personnel shall be as set out in Schedule 3 of the Agreement.
- 10 For general liaison your contact will continue to be their absence,
- 11 Disputes shall be escalated for resolution as set out in the Agreement.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods and/or Services. Please confirm your acceptance of the award of this Agreement by signing and returning the enclosed copy of this letter to . No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on benait of Unit	ed Kingdom Research and Innovation
	
•	
We accept the terms set out in this	Contract Assert Letter
·	Contract Award Letter
Signed for and on behalf of WS I	
Signed for and on behalf of WS I	
Signed for and on behalf of WS I	
Signed for and on behalf of WS I	
Signed for and on behalf of WS I	
Signed for and on behalf of WS I	
Signed for and on behalf of WS I Signature:	

Schedule 1 – The Specification

- 1 The Supplier shall provide the Goods and/or Services in accordance with this Schedule 2.
- This requirement is the provision of Support in relation to the Copeland Seismic Inversion Feasibility Study. Full details of which are contained in the and the Supplier's Proposal (No. P02) dated August 2023:

Supplier's Proposal (P02)



Schedule 2 - The Charges

- The Charges for the Goods and/or Services shall be as set out in this Schedule3.
- The Charges shall be as per the Supplier's Proposal **(P02)** dated August 2023:



The Total Charges shall not exceed: £50,222.25 (excluding VAT).

Schedule 3 - Key Personnel

Key Personnel (name and title)	Role in the performance of this Contract
	WSP Project Manager
	BGS Project Manager