

Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	Buyer	[] (the Buyer). Its offices are on: []
2.	Supplier	Name: [Insert name (registered name if registered)] Address: [Insert address registered address if registered] Registration number: [Insert registration number if registered] SID4GOV ID: [Insert SID4GOV ID if you have one]
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being [Insert general description of the Deliverables] – see Schedule 2 (<i>Specification</i>) for full details. This opportunity is advertised in this Contract Notice in Find A Tender, reference [Insert reference number] (FTS Contract Notice).
4.	Contract reference	[Insert Buyer contract reference here, if any]
5.	Buyer Cause	Any material breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Contract and in respect of which the Buyer is liable to the Supplier.
6.	Collaborative working principles	The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details.

7.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract
8.	Start Date	<p>[Insert Day Month Year]</p> <p>[Guidance: This should be the date on which the provision of Deliverables will commence.]</p> <p>[Insert a condition precedent if needed e.g. provision of a signed Guarantee by a backstop date]</p>
9.	Expiry Date	[Insert Day Month Year]
10.	Extension Period	<p>The Contract shall have an option for the Buyer to extend for a further 5 x 12-month periods. However, the Buyer reserves the right to extend the Contract in batches of 12-month periods, in one event, i.e. 2 x 12-month periods being a 2-year extension.</p> <p>Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before this Contract expires.</p>
11.	Ending this Contract without a reason	<p>The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.</p> <p>Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be one-hundred and eighty (180) days' notice.</p>
12.	Incorporated Terms (together these documents form the " this Contract ")	<p>The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> (a) This Award Form (b) Any Special Terms (see Section 14 (Special Terms) in this Award Form) (c) Core Terms (d) Schedule 6 (<i>Intellectual Property Rights</i>) (e) Schedule 1 (<i>Definitions</i>) (f) Schedule 20 (<i>Processing Data</i>)

		<p>(g) The following Schedules (in equal order of precedence):</p> <p>(i) Schedule 2 (<i>Specification</i>)</p> <p>(ii) Schedule 3 (<i>Charges</i>)</p> <p>(iii) Schedule 5 (<i>Commercially Sensitive Information</i>)</p> <p>(iv) Schedule 7 (<i>Staff Transfer</i>)</p> <p>(v) Schedule 8 (<i>Implementation Plan & Testing</i>)</p> <p>(vi) Schedule 10 (<i>Performance Levels</i>)</p> <p>(vii) Schedule 11 (<i>Continuous Improvement</i>)</p> <p>(viii) Schedule 14 (<i>Business Continuity and Disaster Recovery</i>)</p> <p>(ix) Schedule 16 (<i>Security</i>)</p> <p>(x) Schedule 21 (<i>Variation Form</i>)</p> <p>(xi) Schedule 22 (<i>Insurance Requirements</i>)</p> <p>(xii) Schedule 25 (<i>Rectification Plan</i>)</p> <p>(xiii) Schedule 26 (<i>Sustainability</i>)</p> <p>(xiv) Schedule 27 (<i>Key Subcontractors</i>)</p> <p>(xv) Schedule 28 (<i>ICT Services</i>)</p> <p>(xvi) Schedule 30 (<i>Exit Management</i>)</p> <p>(xvii) Schedule 4 (<i>Tender</i>), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</p>
13.	Special Terms	<p>Special Terms – Supplier-Specific Provisions</p> <p>Any supplier-specific terms agreed by the Parties shall be set out in this section only and shall apply solely to the extent that they do not conflict with:</p>

		<p>1) The Award Form</p> <p>2) Core Terms</p> <p>3) Mandatory Schedules</p> <p>In the event of any conflict, the order of precedence stated above shall prevail. Supplier-specific terms must be clearly identified, limited in scope, and relate only to clarifications or additional obligations agreed during the procurement process. No general supplier terms and conditions shall apply unless expressly incorporated here and approved by the Buyer.</p> <p>Special Term 1 - [Insert terms to revise or supplement Core Terms or Schedules, or enter "N/A" and delete the extra rows below]</p> <p>[Special Term 2 -]</p> <p>[Special Term 3 -]</p>
14.	Buyer's Environmental Policy	<p>[Insert details [Document name] [version] [date] [available online at:]]</p> <p>or insert: [Appended at Schedule [X]]</p>
15.	Social Value Commitment	<p>The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (<i>Tender</i>) and Schedule Z (Community Benefits) and report on the Social Value KPIs as required by Schedule 10 (<i>Performance Levels</i>).</p>
16.	Buyer's Security Requirements	<p>The Buyer has chosen</p> <p>Option 1 - Short Form</p> <p>for Schedule 16 (<i>Security</i>).</p> <p>And Security Requirements: as set out in Appendix 1 – Specification of Schedule 4 (<i>Tender</i>)</p> <p>And as set out in Schedule 16 (<i>Security</i>).</p> <p>ICT Policy: [Insert details [Document name] [version] [date] [available online at:]]</p>

		<p>For the purposes of Schedule 28 (<i>ICT Services</i>) Supplier [is/is not] required to comply with the ICT Policy.</p> <p>The Buyer's staff vetting requirements are: (i) as set out in Schedule 16 (<i>Security</i>)</p>
17.	Goods	Not applicable
18.	Charges	<p>Details in Schedule 3 (<i>Charges</i>)</p> <p>The Charges payable to the Supplier by the Buyer under this Contract shall be set out in Schedule 4 (Tender) and the Supplier's submitted prices submitted as part of their submitted Price Framework as part of their Tender.</p>
19.	Estimated Year 1 Charges	[Insert Estimated Year 1 Charges]
20.	Reimbursable expenses	as set out in Schedule 3 (<i>Charges</i>)
21.	Payment method	BACS
22.	Key Performance Indicators	Details in Schedule 10 (<i>Performance Levels</i>)
23.	Liability	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than 150% of the Estimated Yearly Charges</p> <p>In accordance with Clause 15.6, the Supplier's total aggregate liability in each Contract Year under Clause 18.6.4 is no more than the Data Protection Liability Cap, being £20 million.</p> <p><i>This liability cap applies to the Supplier's liability to the Buyer under the contract only – it does not act as a cap on any data protection liability that a Supplier may incur to any third party (e.g. Supplier being fined by the Information Commissioner). But if a Supplier default leads to the Buyer breaching data protection legislation, the amount which a Buyer will be able to recover from the Supplier will be subject to this liability cap.</i></p>

24.	Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer every [to be inserted post contract award]</p> <p>The Supplier shall provide the Buyer with Progress Reports every [to be inserted post contract award]</p>
25.	Guarantor	Not applicable
26.	Virtual Library	<p>In accordance with Paragraph 2.2. of Schedule 30 (<i>Exit Management</i>)</p> <ul style="list-style-type: none"> the period in which the Supplier must create and maintain the Virtual Library, is as set out in that Paragraph and the Supplier shall update the Virtual Library every three (3) months.
27.	Supplier's Contract Manager	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p>
28.	Supplier Authorised Representative	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p>
29.	Supplier Compliance Officer	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p>
30.	Supplier Data Protection Officer	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p>

		[Insert phone number]
31.	Supplier Marketing Contact	[Insert name] [Insert job title] [Insert email address] [Insert phone number]
32.	Key Subcontractors	Key Subcontractor 1 Name (Registered name if registered): [insert name] Registration number (if registered): [insert number] Role of Subcontractor: [insert role] [Guidance: copy above lines as needed]
33.	Buyer Authorised Representative	[Insert name] [Insert job title] [Insert email address] [Insert phone number]

For and on behalf of the Supplier:		For and on behalf of the Buyer	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	