**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.

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|  | **Buyer** | DVSA acting as part of the Crown] (the Buyer).  Its offices are on: DVSA Commercial Team.  The Elipse,  Padley Road,  Swansea  SA1 8AN |
|  | **Supplier** | |  |  | | --- | --- | | Name: | Pay360 Limited | | Address: | Armstrong Building Oakwood Drive, Loughborough University Science & Enterprise Park, Loughborough, England, LE11 3QF | | Registration number: | **03539217** | |  |  | |
|  | **Contract** | This Contract between the Buyer and the Supplier is for the supply of Deliverables, being The Payment gateway Services- see Schedule 2 (Specification) for full details. |
|  | **Contract reference** | **K280022247** |
|  | **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. |
|  | **Collaborative working principles** | The Collaborative Working Principles do not apply to this Contract. |
|  | **Financial Transparency Objectives** | The Financial Transparency Objectives do apply to this Contract.  See Clause 6.3 for further details. |
|  | **Start Date** | 16/12/2023 |
|  | **Expiry Date** | 15/12/2024 |
|  | **Extension Period** | Further period up to **6 months,** **option is not guaranteed and is subject to relevant approvals.**  Extension exercised where the Buyer gives the Supplier no less than **2 Months** written notice before this Contract expires |
|  | **Ending this Contract without a reason** | The Buyer shall be able to terminate this Contract in accordance with Clause 14.3. Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 1 month. |
|  | **Incorporated Terms**  (together these documents form the **"this Contract"**) | 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:   1. This Award Form 2. Any Special Terms (see **Section 14 (Special Terms)** in this Award Form) 3. Schedule 31 (Buyer Specific Terms) 4. Core Terms 5. Schedule 36 (Intellectual Property Rights) 6. Schedule 1 (Definitions) 7. Schedule 6 (Transparency Reports) 8. Schedule 20 (Processing Data) 9. The following Schedules (in equal order of precedence):    1. Schedule 2 (Specification)    2. Schedule 3 (Charges)    3. Schedule 4 (Tender)    4. Schedule 5 (Commercially Sensitive Information)    5. Schedule 10 (Service Levels)    6. Schedule 13 (Contract Management)    7. Schedule 14 (Business Continuity and Disaster Recovery)    8. Schedule 15 (Minimum Standards of Reliability)    9. Schedule 16 (Security)    10. Schedule 21 (Variation Form)    11. Schedule 22 (Insurance Requirements)    12. Schedule 24 (Financial Difficulties)    13. Schedule 26 (Sustainability)    14. Schedule 30 (Exit Management)    15. Schedule 37 (Corporate Resolution Planning Information) 10. Schedule 4 (Tender), 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. |
|  | **Special Terms** | N/A |
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|  | **Buyer’s Environmental Policy** | [DfT Operational Sustainability Strategy (publishing.service.gov.uk)](https://assets.publishing.service.gov.uk/media/61928b8ad3bf7f054f43dfde/dft-operational-sustainability-strategy.pdf.pdf) |
|  | **Social Value Commitment** | the Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and report on the Social Value KPIs as required by Schedule 10 (Service Levels)] |
|  | **Buyer’s Security Requirements and Security and ICT Policy** | [or insert: as set out in Schedule 16 (Security). Guidance – you will need to review/amend this optional Schedule to ensure it is in line with your security requirements, and include it in this Contract]  **Security Policy:**  For the purposes of Schedule 16 (Security) the Supplier is required to comply with the Security Policy.  For the purposes of Supplier Staff vetting, the Supplier is not required to comply with the Security Policy.  **ICT Policy:**  For the purposes of Schedule 16 (Security) the Supplier is required to comply with the ICT Policy. |
|  | **Charges** | **9p transaction up to 3.1 million transaction per annum**  **contract value up to £536,000 (up to 12 months)**  Maximum contract value is £804,000. Any value over £536,000 requires iterative spend approval and extension approval and is at the discretion of DVSA.  Details in Schedule 3 (Charges) |
|  | **Estimated Year 1 Charges** | £536,000 |
|  | **Reimbursable expenses** | **N/A** |
|  | **Payment method** | **BACS**  **Purchase Order** |
|  | **Service Levels** | Service Credits will accrue in accordance with Schedule 10 (Service Levels)  The Service Period is 12 Month(s)  A Critical Service Level Failure is: System going down & any loss of transactional data |
|  | **Liability** | [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 [the greater of £[**5 million**] of the Estimated Yearly Charges]  In accordance with Clause 15.5, the Supplier’s total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being ***£10 million.*** |
|  | **Cyber Essentials Certification** | Not required |
|  | **Progress Meetings and Progress Reports** | * The Supplier shall attend Progress Meetings with the Buyer every month. * The Supplier shall provide the Buyer with Progress Reports every month |
|  | **Guarantor** | Not applicable |
|  | **Virtual Library** | Not applicable |
|  | **Supplier’s**  **Contract**  **Manager** |  |
|  | **Supplier Authorised Representative** |  |
|  | **Supplier Compliance Officer** | **N/A** |
|  | **Supplier Data Protection Officer** |  |
|  | **Supplier Marketing Contact** | **N/A** |
|  | **Key Subcontractors** | **Key Subcontractor 1**  N/A |
|  | **Buyer Authorised Representative** |  |

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| **For and on behalf of the Supplier: Pay360 Limited** | | **For and on behalf of the Buyer** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |