

# Award Form

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

1.	<b>Buyer</b>	The Secretary of State for Work and Pensions (the Buyer).  Its offices are on: Caxton House Tothill Street London SW1H 9NA.
2.	<b>Supplier</b>	Name: Vocalink International Limited  Address: 1 Angel Lane, London, EC4R 3AB  Registration number: 11646063  SID4GOV ID:
3.	<b>Contract</b>	This Contract between the Buyer and the Supplier is for the supply of DWP Disaster Emergency Payments Service (DEPS) contract.  This opportunity is advertised in the Contract Notice in Find A Tender, reference 2022/S 000-021488.
4.	<b>Contract reference</b>	ecm_10705
5.	<b>Deliverables</b>	<b>DWP Disaster Emergency Payments Service (DEPS)</b> See Schedule 2 (Specification) for further details.
6.	<b>Buyer Cause</b>	Any 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 the Contract and in respect of which the Buyer is liable to the Supplier.
7.	<b>Collaborative working principles</b>	Not Applicable
8.	<b>Financial Transparency Objectives</b>	Not Applicable

9.	<b>Start Date</b>	01 December 2022
10.	<b>Expiry Date</b>	30 November 2025
11.	<b>Extension Period</b>	2 x 12 months at the election of the Buyer (the exact period or periods of any extension to be determined by the Buyer, no changes to the Charges)  Up to 30 November 2027
12.	<b>Ending the Contract without a reason</b>	The Buyer shall be able to terminate the Contract in accordance with Clause 10.3.
13.	<b>Incorporated Terms</b> (together these documents form the " <b>the Contract</b> ")	The following documents (as revised) are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies: <ul style="list-style-type: none"> <li>a) This Award Form</li> <li>b) Any Special Terms (see <b>Section 14 (Special Terms)</b> in this Award Form)</li> <li>c) Core Terms (Version: v1.01)</li> <li>d) Schedule 36 (Intellectual Property Rights)</li> <li>e) Schedule 1 (Definitions)</li> <li>f) Schedule 6 (Transparency Reports)</li> <li>g) Schedule 20 (Processing Data)</li> <li>h) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> <li>a. Schedule 2 (Specification)</li> <li>b. Schedule 3 (Charges)</li> <li>c. Schedule 5 (Commercially Sensitive Information)</li> <li>d. Schedule 7 (Staff Transfer)</li> <li>e. Schedule 10 (Service Levels)</li> <li>f. Schedule 11 (Continuous Improvement)</li> <li>g. Schedule 12 (Benchmarking) (</li> <li>h. Schedule 13 (Contract Management)</li> <li>i. Schedule 14 (Business Continuity and Disaster Recovery)</li> </ul> </li> </ul>

		<div>j. Schedule 16 (Enhanced Security)</div> <div>k. Schedule 17 (Service Recipients)</div> <div>l. Schedule 18 (Supply Chain Visibility)</div> <div>m. Schedule 21 (Variation Form)</div> <div>n. Schedule 22 (Insurance Requirements)</div> <div>o. Schedule 25 (Rectification Plan)</div> <div><div>Schedule 26 (Sustainability)</div><div>p. Schedule 27 (Key Subcontractors)</div><div>q. Schedule 28A (Agile Development Additional Terms)</div><div>r. Schedule 29 (Key Supplier Staff)</div><div>s. Schedule 30 (Exit Management)</div><div>t. Schedule 32 (Background Checks)</div><div>u. Schedule 37 (Corporate Resolution Planning Information)</div></div> <div>i) 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 aspect of the Tender will take precedence over the documents above.</div>				
14.	Special Terms	<div>1. The Supplier will provide the Services in a manner which would meet or exceed the requirements required to obtain Cyber Essentials Plus certification (but is not required to obtain such certification).</div> <div>2. The below clauses of the Core Terms are deleted and restated as follows (for ease of reference a version of the Core Terms – Mid-Tier with the below changes incorporated is included with this Award Form):</div> <table><tr><td>Core term clause 3.3.1</td><td>A Critical Service Level Failure will be a Default of the Contract.</td></tr><tr><td>Core term clause 9.1</td><td>Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, term limited, royalty-free, revocable (if the Buyer materially breaches this Contract), transferable worldwide licence to use and sub-license the Supplier’s Existing IPR to enable it to receive and use the Deliverables.</td></tr></table>	Core term clause 3.3.1	A Critical Service Level Failure will be a Default of the Contract.	Core term clause 9.1	Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, term limited, royalty-free, revocable (if the Buyer materially breaches this Contract), transferable worldwide licence to use and sub-license the Supplier’s Existing IPR to enable it to receive and use the Deliverables.
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		Core term clause 9.2	Any New IPR created under the Contract solely for the benefit of the Buyer or other Central Government Body is owned by the Buyer, all other New IPR created under the Contract is owned by the Supplier. The Supplier/Buyer (as applicable) gives the Supplier/Buyer (as applicable) a licence to use any New IPRs for the purpose of fulfilling its obligations during the Contract Period.	
		Core term clause 10.4.1	<p>If any of the following events happen, the Buyer has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:</p> <ol style="list-style-type: none"> <li>1. there's a Supplier Insolvency Event</li> <li>2. there's a Default that is not corrected in line with an accepted Rectification Plan</li> <li>3. the Buyer rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request</li> <li>4. there's any material Default of the Contract</li> <li>5. there's any material Default of any Joint Controller Agreement relating to the Contract</li> <li>6. there's a Default of Clauses 2.6, 9, 14, 15, 27, 32 or Schedule 19 (Cyber Essentials) (where applicable) relating to the Contract</li> <li>7. there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels)</li> <li>8. there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing</li> <li>9. there's a Variation to the Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)</li> <li>10. The Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded</li> <li>11. the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them</li> </ol>	
		Core term clause 10.5	Where the Buyer terminates the Contract under Clause 10.4.1 all of the following apply (subject to any exceptions detailed below):	

		Core term 10.5.1	The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period (except where the Buyer acting unreasonably terminates the Contract under bullet points (9) or (11) of Clause 10.4.1).	
		Core term clause 10.5.6	The Supplier must, at no cost to the Buyer, (and at reasonable cost where the Buyer acting unreasonably terminates the Contract under bullet points (9) or (11) of Clause 10.4.1), reasonably co-operate fully in the handover and re-procurement (including to a Replacement Supplier).	
		Core term clause 14.2	The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location, or operate a primary / secondary service location that operates as a back-up and send the Buyer copies if requested by the Buyer upon reasonable notice.	
		Core term clause 14.8	<p>The Supplier:</p> <ul style="list-style-type: none"> <li>• must provide the Buyer with all Government Data in the native BACS format that it is stored in within 10 Working Days of a written request</li> <li>• must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading</li> <li>• must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice</li> <li>• securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it</li> <li>• indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.</li> </ul>	
		Core term clause 24.2	24.2 The Supplier must provide an Impact Assessment either:	

		<ul style="list-style-type: none"> <li>• with the Variation Form, where the Supplier requests the Variation</li> <li>• within the time limits (which shall be no less than 15 Working Days), included in a Variation Form requested by the Buyer</li> </ul>
15.	<b>Sustainability</b>	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).
16.	<b>Buyer's Environmental Policy</b>	Available online at: <a href="https://www.gov.uk/government/publications/chapter-10-sustainable-development">Chapter 10: sustainable development - GOV.UK (www.gov.uk)</a>
17.	<b>Social Value Commitment</b>	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with the social value priorities in Schedule 2 (Specification), and meet the commitments it made in its response to these priorities
18.	<b>Buyer's Security Policy</b>	Available online at: <a href="https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards">https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards</a> Schedule 16
19.	<b>Commercially Sensitive Information</b>	Non Identified
20.	<b>Charges</b>	[REDACTED]
21.	<b>Reimbursable expenses</b>	Not Applicable
22.	<b>Payment method</b>	[REDACTED]
23.	<b>Service Levels</b>	As listed within Schedule 10 (Service Levels)

<b>24.</b>	<b>Insurance</b>	Details in Annex of Schedule 22 (Insurance Requirements).
<b>25.</b>	<b>Liability</b>	[REDACTED]
<b>26.</b>	<b>Cyber Essentials Certification</b>	Cyber Essentials Scheme Plus Certificate (or equivalent) as detailed in Schedule 16. Security review will take place within the Contract Period, arrangements to be agreed by the Parties
<b>27.</b>	<b>Progress Meetings and Progress Reports</b>	The Supplier will attend meetings as reasonably requested and will provide reports as reasonably requested by the Buyer
<b>28.</b>	<b>Guarantee</b>	Not applicable
<b>29.</b>	<b>Virtual Library</b>	Not applicable
<b>30.</b>	<b>Supplier Contract Manager</b>	[REDACTED]
<b>31.</b>	<b>Supplier Authorised Representative</b>	[REDACTED]
<b>32.</b>	<b>Supplier Compliance Officer</b>	[REDACTED]
<b>33.</b>	<b>Supplier Data Protection Officer</b>	[REDACTED]
<b>34.</b>	<b>Supplier Marketing Contact</b>	[REDACTED]
<b>35.</b>	<b>Key Subcontractors</b>	[REDACTED]



36.	<b>Buyer Authorised Representative</b>	[REDACTED]
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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	[REDACTED]	Name:	[REDACTED]
Role:		Role:	
Date:		Date:	