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.	Buyer	Driver & Vehicle Licensing Agency [DVLA] (the Buyer). Its offices are on: Longview Road, Morriston, Swansea SA6 7JL			
2.	Supplier	Name:	me: Fibreplus Ltd		
		Address:	Caithness House, Western Way, Melksham, Wiltshire SN12 8DZ		
		Registration number:	04677135		
		SID4GOV ID:			
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables.			
		This opportunity is advertised in the Contract Notice in Find A Tender, reference To be confirmed (FTS Contract Notice).			
4.	Contract reference	PS/22/208 Provision of Fibre Optic Specialist Training			
5.	Deliverables	See Schedule 2 (Specification) for details.			
6.	Buyer Cause	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.	Collaborative working principles	The Collaborative Working Principles apply to this Contract			
		See Clause 3.1.3 for further details.			
8.	Financial Transparency	The Financial Transparency Objectives do not apply to this Contract.			
	Objectives	See Clause 6.3 for further details.			
9.	Start Date	3 April 2023			

	Crown Copyright 2022		
10.	Expiry Date	2 April 2024	
11.	Extension Period	Option to extend for 1 year	
12.	Ending the Contract without a reason	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.	
13.	Incorporated Terms (Attached below) (together these documents form the "the Contract")	The following documents 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: a) This Award Form b) Any Special Terms (see Section 14 (Special Terms) in this Award Form) c) Core Terms d) Schedule 36 (Intellectual Property Rights) e) Schedule 36 (Intellectual Property Rights) e) Schedule 1 (Definitions) f) Schedule 6 (Transparency Reports) g) Schedule 20 (Processing Data) h) The following Schedules (in equal order of precedence): a. Schedule 2 (Specification) b. Schedule 3 (Charges) c. Schedule 5 (Commercially Sensitive Information) d. Schedule 10 (Service Levels) e. Schedule 21 (Variation Form) f. Schedule 25 (Rectification Plan) h. Schedule 26 (Sustainability)	
		 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. 	
14.	Special Terms	Special Term 1 – Fiibreplus Terms & Conditions (Attached below)	

15.	Sustainability	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).	
16.	Buyer's Environmental Policy	DVLA011: corporate environmental policy available online at: <u>https://www.gov.uk/government/publications/dvlas-environmental-policy</u>	
17.	Social Value Commitment	Not Applicable	
18.	Buyer's Security Policy	DVLA Security Policy	
19.	Commercially Sensitive Information	Not applicable	
20.	Charges	Details in Schedule 3 (Charges)	
21.	Reimbursable expenses	None	
22.	Payment method	You must be in possession of a written purchase order/orders (PO), before commencing any work, or supplying any goods, under this contract. The PO/POs for this contract will follow shortly after formal award of the Contract. All invoices submitted to the Department must quote a valid PO number and be submitted in accordance with the Buyer's Invoicing Procedures, embedded below: DVLA Invoicing Procedures v2.1.doc	
23.	Service Levels	Not applicable	
24.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).	
25.	Liability	In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than 150 % 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 £1 million.	
26.	Cyber Essentials Certification	Not required	
27.	Progress Meetings and Progress Reports	Not applicable	
28.	Guarantee	Not applicable	
29.	Virtual Library	Not applicable	
30.	Supplier Contract Manager	XXXXXX "redacted under FOIA section [No 40 – Personal Information]	
31.	Supplier Authorised Representative	XXXXXX "redacted under FOIA section [No 40 – Personal Information]	
32.	Supplier Compliance Officer	XXXXXX "redacted under FOIA section [No 40 – Personal Information]	
33.	Supplier Data Protection Officer	XXXXXX "redacted under FOIA section [No 40 – Personal Information]	
34.	Supplier Marketing Contact	XXXXXX "redacted under FOIA section [No 40 – Personal Information]	
35.	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]
36.	Buyer Authorised Representative	XXXXXX "redacted under FOIA section [No 40 – Personal Information]

For and on b	behalf of the Supplier:	For and on behalf of the Buyer:		
Signature:	XXXXXX "redacted under FOIA section [No 40 – Personal Information]	Signature:	XXXXXX "redacted under FOIA section [No 40 – Personal Information]	
Name:	XXXXXX "redacted under FOIA section [No 40 – Personal Information]	Name:	XXXXXX "redacted under FOIA section [No 40 – Personal Information]	
Role:		Role:	Commercial Specialist	
Date:	4/4/2023	Date:	11/04/2023	

Incorporated Schedules (Please see Point 13 above)

