Award Form Crown Copyright 2020

## **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                                   | HM Revenue & Customs (the Buyer).   |  |  |
|-----|---|---|--|--|
|     |   | Its offices are on: 100 Parliament Street, London, SW1A 2BQ   |  |  |
| 2.  | Supplier                                | Name: Streeva Ltd   |  |  |
|     |   | Address:  | Carsize Barn, Carsize Lane, Leedstown,<br>Hayle, Cornwall, TR27 5 EX |  |
|     |   | Registration number:  | 09451226   |  |
|     |   | SID4GOV ID:   | N/A  |  |
| 3.  | Contract                                | This Contract between the Buyer and the Supplier is for the supply of Vat Split Demonstrator Proof of Concept Deliverables.   |  |  |
| 4.  | Contract reference                      | SR977701801   |  |  |
| 5.  | Deliverables                            | See Schedule 2 (Specification) for further 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<br>Transparency<br>Objectives | The Financial Transparency Objectives apply to this Contract. See Clause 6.3 for further details.   |  |  |
| 9.  | Start Date                              | 21/08/2023  |  |  |
| 10. | End Date                                | 31/03/2025  |  |  |

| 11. | Extension<br>Period   | Not applicable  |
|-----|---|---|
| 12. | Ending the<br>Contract<br>without a<br>reason                         | The Buyer shall be able to terminate the Contract in accordance with Clause 14.3 of the Core Terms.  The Buyer will reserve the right, at its complete discretion, to decide whether to terminate its contract with the Supplier if the Supplier fails to successfully demonstrate they have met the acceptance criteria for a Milestone/Phase. This right is in addition to, and notwithstanding, any other rights the Buyer has within the contract to terminate its relationship with a supplier.  Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 of the Core terms shall be 30 days  Upon any termination in accordance with Clause 14.3 of the Core Terms, the Buyer shall pay to the Supplier the costs that the Supplier has incurred directly as a result of the early termination of the Contract which are unavoidable, reasonable and not capable of recovery as long as the Supplier provides a fully itemised and costed schedule with evidence. The maximum value of this payment is limited to the total costs which would have been paid to the |
| 13. | Incorporated Terms (together these documents form the "the Contract") | Supplier as part of the Charges if the Contract had not been terminated.  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:  1. This Award Form  2. Schedule 31 (Buyer Specific Terms)  3. Core Terms  4. Schedule 1 (Definitions)  5. Schedule 20 (Processing Data)  6. The following Schedules (in equal order of precedence):  7. Schedule 2 (Specification)  8. Schedule 3 (Charges)  9. Schedule 5 (Commercially Sensitive Information)  10. Schedule 6 (Transparency Reports)  11. Schedule 7 (Staff Transfer)  12. Schedule 10 (Service Levels)  13. Schedule 11 (Continuous Improvement)  14. Schedule 13 (Contract Management)   |

|     |                                    | 15. Schedule 14 (Business Continuity and Disaster Recovery)   |  |  |
|-----|------------------------------------|---|--|--|
|     |                                    | 16. Schedule 16 (Security)  |  |  |
|     |                                    | 17. Schedule 18 (Supply Chain Visibility)   |  |  |
|     |                                    | 18. Schedule 21 (Variation Form)  |  |  |
|     |                                    | 19. Schedule 22 (Insurance Requirements)  |  |  |
|     |                                    | 20. Schedule 24 (Financial Difficulties)  |  |  |
|     |                                    | 21. Schedule 25 (Rectification Plan)  |  |  |
|     |                                    | 22. Schedule 27 (Key Subcontractors)  |  |  |
|     |                                    | 23. Schedule 29 (Key Supplier Staff)  |  |  |
|     |                                    | 24. Schedule 30 (Exit Management)   |  |  |
|     |                                    | 25. Schedule 26 (Corporate Social Responsibility)   |  |  |
|     |                                    | 26. Schedule 4 (Tender) as long as any part of the Tender that offers a better commercial position for the Buyer (as decided by the Buyer) takes precedence over the documents above  |  |  |
| 14. | Special Terms                      | Special Term 1 –  |  |  |
|     |                                    | For the avoidance of doubt the Buyer shall have the right to terminate the Contract in accordance with Clause 14.4.1of the Core Terms following a Critical Service Level Failure, as described in this Award Form, by the Supplier. The Buyer will provide the Supplier with no less than 30 days' written notice for the termination to take effect.  The Buyer shall exercise this right at its own discretion and without affecting any other remedy available to it under the Contract and/or including the right to terminate without reason under Clause 14.3 of the Core Terms |  |  |
|     |                                    |   |  |  |
|     |                                    |   |  |  |
| 15. | Buyer's<br>Environmental<br>Policy | Available online at:  |  |  |
| 16. | Buyer's<br>Security Policy         | Available online at:  |  |  |
| 17. | Social Value<br>Commitment         | The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with the social value commitments and KPI's detailed in Schedule 4 (Tender)   |  |  |

| 18. | Commercially<br>Sensitive<br>Information | Supplier's Commercially Sensitive Information: Schedule 5 (Commercially Sensitive Information)   |                  |                           |                               |  |
|-----|--|--|------------------|---------------------------|-------------------------------|--|
| 19. | Charges                                  | Details in Schedule 3 (Charges)  |                  |                           |                               |  |
| 20. | Reimbursable expenses                    | None   |                  |                           |                               |  |
| 21. | Payment                                  | The Supplier will issue electronic invoices monthly in arrears.  |                  |                           |                               |  |
|     | method                                   | Purchase orders and Invoices will be transacted via MyBuy. To facilitate payment, the Supplier shall use an electronic transaction system chosen by the Authority and shall:   |                  |                           |                               |  |
|     |  | 1 - register for the electronic transaction system in accordance with the instructions of the Authority;   |                  |                           |                               |  |
|     |  | 2 - allow the electronic transmission of purchase orders and submitting of electronic invoices via the electronic transaction system   |                  |                           |                               |  |
|     |  | Each invoice shall include such supporting information required by the Authority to verify the accuracy of the invoice ("Supporting Documentation"), including the relevant Purchase Order Number (and CD Reference) and a breakdown of the Services supplied in the invoice period.   |                  |                           |                               |  |
| 22. | Service Levels                           | The Service Period is a maximum of 18 Months   |                  |                           |                               |  |
|     |  | A Critical Service Level Failure is:   |                  |                           |                               |  |
|     |  | A failure by the Supplier to demonstrate sufficient progress in developing their solution to meet the intentions of the Proof of Concept to the satisfaction of the Buyer at Milestone and/or Phase stage which would lead the Buyer to believe that continuing with the PoC would serve no practical purpose in proving the concepts under review |                  |                           |                               |  |
| 23. | Credit Rating<br>Threshold               | Entity   | Rating<br>Agency | Credit rating (long term) | Credit<br>Rating<br>Threshold |  |
|     |  | Supplier   | D&B              | TBC                       | TBC                           |  |
|     |  | Key<br>Subcontractor   | D&B              | TBC                       | TBC                           |  |
| 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 the greater of £2 million or 100% of the Estimated Yearly Charges                       |  |
|-----|---|---|--|
| 26. | Cyber<br>Essentials<br>Certification            | Not required  |  |
| 27. | Progress<br>Meetings and<br>Progress<br>Reports | <ul> <li>The Supplier shall attend Progress Meetings with the Buyer in accordance with section 5 of Schedule 2 - Specification</li> <li>The Supplier shall provide the Buyer with reports in accordance with section 5 of Schedule 2 – Specification</li> </ul> |  |
| 28. | Guarantee                                       | Not applicable  |  |
| 29. | Supplier<br>Contract<br>Manager                 |   |  |
| 30. | Supplier<br>Authorised<br>Representative        |   |  |
| 31. | Supplier<br>Compliance<br>Officer               |   |  |
| 32. | Supplier Data<br>Protection<br>Officer          |   |  |
| 33. | Supplier<br>Marketing<br>Contact                |   |  |
| 34. | Key<br>Subcontractors                           | Key Subcontractor 1 Name Public Group International Ltd Registration number 10608507  |  |

|     |                                       | Key Subcontractor 2            |  |
|-----|---------------------------------------|--------------------------------|--|
|     |                                       | Name Ernst & Young LLP         |  |
|     |                                       | Registration number OC300001   |  |
|     |                                       | Key Subcontractor 3            |  |
|     |                                       | Name University of Portsmouth: |  |
|     |                                       | Registration number 2353125    |  |
|     |                                       |                                |  |
| 35. | Buyer<br>Authorised<br>Representative |                                |  |

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