

Award Form

MERMAN+ Interim Admin

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	Department for Environment Food & Rural Affairs, (Defra) (the Buyer). Its offices are: 2 Marsham Street London SW1P 4DF
2.	Supplier	Name: National Oceanography Centre Address: European Way, Southampton, United Kingdom, SO14 3ZH Registration number: 11444362 [REDACTED] [REDACTED]
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity was not advertised in the Contract Notice in Find A Tender.
4.	Contract reference	[REDACTED]
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 do not apply to this Contract. See Clause 3.1.3 for further details.
8.	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
9.	Start Date	1 st July 2023
10.	Expiry Date	30 th June 2024
11.	Extension Period	Not applicable

12.	Ending the Contract without a reason	<p>The Buyer shall be able to terminate the 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 30 days</p> <p>Upon any termination in accordance with Clause 14.3, 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 Supplier as part of the Charges if the Contract had not been terminated.</p>
13.	Incorporated Terms (together these documents form the "the Contract")	<p>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:</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 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): <ul style="list-style-type: none"> a. Schedule 2 (Specification) b. [REDACTED] c. Schedule 13 (Contract Management) d. Schedule 14 (Business Continuity and Disaster Recovery) e. Schedule 16 (Security) f. Schedule 19 (Cyber Essentials Scheme) g. Schedule 21 (Variation Form) h. Schedule 22 (Insurance Requirements) i. Schedule 25 (Rectification Plan) j. Schedule 26 (Sustainability)

		<p>k. Schedule 28 (ICT Services)</p> <p>l. Schedule 29 (Key Supplier Staff)</p> <p>m. Schedule 30 (Exit Management)</p> <p>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.</p>
14.	Special Terms	Special Terms – not used
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	<p>██</p> <p>██</p>
17.	Social Value Commitment	the Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes and report on the Social Value KPIs as required by Schedule 10 (Service Levels)
18.	Buyer's Security Policy	Schedule 16 (Security)
19.	Charges	██
20.	Reimbursable expenses	<i>Not required</i>
21.	Payment method	Quarterly in arrears
22.	Service Levels	Not applicable
23.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
24.	Liability	<p>██</p> <p>██</p> <p>██</p> <p>██</p> <p>██</p> <p>██</p> <p>██</p>

25.	Cyber Essentials Certification	Cyber Essentials Scheme Basic / Plus] Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)
26.	Progress Meetings and Progress Reports	<ul style="list-style-type: none"> The Supplier shall attend Progress Meetings with the Buyer every 3 months (Quarterly) <p>The Supplier shall provide the Buyer with Progress Reports every 3 months (Quarterly)</p>
27.	Guarantee	Not applicable •
28.	Virtual Library	<p>In accordance with Paragraph 2.2. of Schedule 30 (Exit Management)</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 (30 days) the Supplier shall update the Virtual Library every 30 days
29.	Supplier Contract Manager	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
30.	Supplier Authorised Representative	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
31.	Supplier Compliance Officer	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

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32.	Supplier Data Protection Officer	<div></div> <div></div> <div></div>
33.	Key Subcontractors	Not Applicable
34.	Buyer Authorised Representative	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<div></div>	Signature:	<div></div>
Name:	<div></div>	Name:	<div></div>
Role:	<div></div>	Role:	<div></div>
Date:	<div></div>	Date:	<div></div>

