

# 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.

<b>1. Buyer</b>	Environment Agency (the Buyer). Its offices are on: Seacole Block, 2 Marsham Street, London, SW1P 4DF.
<b>2. Supplier</b>	<p>Name: Ricardo-AEA Limited</p> <p>Address: The Gemini Building, Harwell, Oxfordshire, OX11 0QR</p> <p>Registration number: 08229264</p>
<b>3. Contract</b>	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables, being Environment Agency Emergency Preparedness – Lot 3 Emergency Learning and Assurance - see Schedule 2 (Specification) for full details.</p> <p>This opportunity is advertised in this Contract Notice in Find A Tender, 2024/S 000-006079.</p>
<b>4. Contract reference</b>	C25246
<b>5. Buyer Cause</b>	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.
<b>6. Collaborative working principles</b>	<p>The Collaborative Working Principles do not apply to this Contract.</p> <p>See Clause 3.1.3 for further details.</p>
<b>7. Financial Transparency Objectives</b>	<p>The Financial Transparency Objectives do not apply to this Contract.</p> <p>See Clause 6.3 for further details.</p>
<b>8. Start Date</b>	15 July 2024

<b>9.</b>	<b>Expiry Date</b>	14 July 2028
<b>10.</b>	<b>Extension Period</b>	Further period up to one year. Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before this Contract expires.
<b>11.</b>	<b>Ending this Contract without a reason</b>	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.
<b>12.</b>	<b>Incorporated Terms</b> (together these documents form the " <b>this Contract</b> ")	<p>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:</p> <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) Schedule 31 (Buyer Specific Terms)</li> <li>(d) Core Terms</li> <li>(e) Schedule 36 (Intellectual Property Rights)</li> <li>(f) Schedule 1 (Definitions)</li> <li>(g) Schedule 6 (Transparency Reports)</li> <li>(h) Schedule 20 (Processing Data)</li> <li>(i) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> <li>(i) Schedule 2 (Specification)</li> <li>(ii) Schedule 3 (Charges)</li> <li>(iii) Schedule 5 (Commercially Sensitive Information)</li> <li>(iv) Schedule 7 (Staff Transfer)</li> <li>(v) Schedule 10 (Service Levels)</li> <li>(vi) Schedule 11 (Continuous Improvement)</li> <li>(vii) Schedule 14 (Business Continuity and Disaster Recovery)</li> <li>(viii) Schedule 21 (Variation Form)</li> <li>(ix) Schedule 22 (Insurance Requirements)</li> <li>(x) Schedule 25 (Rectification Plan)</li> <li>(xi) Schedule 26 (Sustainability)</li> <li>(xii) Schedule 29 (Key Supplier Staff)</li> <li>(xiii) Schedule 30 (Exit Management)</li> </ul> </li> </ul>

		(j) 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.
13.	<b>Special Terms</b>	<p>Special Term 1– Indexation</p> <p>13.1 Any amounts or sums in this Contract which are expressed to be “subject to Indexation” shall be adjusted in accordance with the provisions of this Paragraph 13 to reflect the effects of inflation.</p> <p>13.2 Where Indexation applies, the relevant adjustment shall be: (a) applied on the 04/06/2025 and on the 04 June in each subsequent year (each such date an “adjustment date”); and (b) determined by multiplying the relevant amount or sum by the percentage increase or changes in the Services Producer Price Inflation Index for other costs quoted by the Supplier in their Tender published for the 12 months ended on the 03 June immediately preceding the relevant adjustment date.</p> <p>13.3 Except as set out in this Paragraph 13, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or subcontractors of the performance of their obligations.</p> <p>Special Term 2 - Non-Disclosure Agreement</p> <p>13.4 The Supplier will complete a Non-Disclosure Agreement after contract award (See Schedule 31).</p> <p>Special Term 3 - Break Points</p> <p>13.5 The Contract will be subject to review annually at break points in June 2025, June 2026 and June 2027, when the Buyer may decide to continue, reduce the scope, or terminate the Contract.</p>

14.	<b>Buyer's Environmental Policy</b>	The Environment Agency: Reaching net zero by 2030 available online at: <a href="https://publishing.service.gov.uk/2030">The Environment Agency: Reaching net zero by 2030 (publishing.service.gov.uk)</a>
15.	<b>Social Value Commitment</b>	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).
16.	<b>Buyer's Security Requirements and Security and ICT Policy</b>	N/A
17.	<b>Charges</b>	<p>The Total fixed costs for the Contract will not exceed £780,750 excluding VAT and will be as detailed in Schedule 3.</p> <p>The Buyer offers no guarantee of any minimum levels of work over the life of the Contract.</p> <p>Indexation is applicable as detailed in Schedule 3 (Charges)</p> <p>Details in Schedule 3 (Charges)</p>
18.	<b>Estimated Year 1 Charges</b>	N/A
19.	<b>Reimbursable expenses</b>	None
20.	<b>Payment method</b>	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p><a href="mailto:APinvoices-ENV-U@gov.sscl.com">APinvoices-ENV-U@gov.sscl.com</a></p> <p>Alternatively, you may post to:</p> <p>SSCL (Environment Agency)</p> <p>PO Box 797</p> <p>Newport</p> <p>Gwent</p> <p>NP10 8FZ</p>

<b>21. Service Levels</b>	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels).</p> <p>The Service Credit Cap is: 10% of the annual invoice value.</p> <p>The Service Period is 48 Month(s)</p> <p>A Critical Service Level Failure is: 80% and lower for responsiveness when resolving queries and issues and adapting plans; 80% or lower for quality of delivery in line with the specification; 60% or lower for innovation and interactivity.</p>
<b>22. Liability</b>	<p>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 or 150% of the Estimated Yearly Charges.</p>
<b>23. Cyber Essentials Certification</b>	<p>Not required.</p>
<b>24. Progress Meetings and Progress Reports</b>	<p>The Supplier shall attend Progress Meetings with the Buyer every 6 months.</p> <p>The Supplier shall provide the Buyer with Progress Reports every 6 months.</p>
<b>25. Guarantor</b>	<p>Not applicable</p>
<b>26. Virtual Library</b>	<p>In accordance with Paragraph 2.2. of Schedule 30 (Exit Management)</p> <ul style="list-style-type: none"> <li>the period in which the Supplier must create and maintain the Virtual Library, is as set out in that Paragraph; and</li> <li>the Supplier shall update the Virtual Library every 3 months.</li> </ul>
<b>27. Supplier's Contract Manager</b>	<p>██████████</p> <p>██████████████████</p>
<b>28. Supplier Authorised Representative</b>	<p>██████████</p> <p>██████████████████</p>

29.	<b>Supplier Compliance Officer</b>	<div data-bbox="545 210 708 255">[REDACTED]</div> <div data-bbox="545 259 1088 304">[REDACTED]</div>
30.	<b>Supplier Data Protection Officer</b>	<div data-bbox="545 380 775 425">[REDACTED]</div> <div data-bbox="545 430 871 474">[REDACTED]</div> <div data-bbox="545 479 963 524">[REDACTED]</div>
31.	<b>Supplier Marketing Contact</b>	N/A
32.	<b>Key Subcontractors</b>	<div data-bbox="545 788 839 833">[REDACTED]</div> <div data-bbox="545 837 1015 882">[REDACTED]</div> <div data-bbox="545 887 1069 931">[REDACTED]</div> <div data-bbox="545 936 1114 981">[REDACTED]</div> <div data-bbox="545 985 983 1030">[REDACTED]</div> <div data-bbox="545 1106 839 1151">[REDACTED]</div> <div data-bbox="545 1155 903 1200">[REDACTED]</div> <div data-bbox="545 1205 1152 1249">[REDACTED]</div> <div data-bbox="545 1254 1133 1299">[REDACTED]</div> <div data-bbox="545 1303 1353 1348">[REDACTED]</div> <div data-bbox="545 1352 874 1397">[REDACTED]</div> <div data-bbox="545 1460 839 1505">[REDACTED]</div> <div data-bbox="545 1509 932 1554">[REDACTED]</div> <div data-bbox="545 1559 1292 1603">[REDACTED]</div> <div data-bbox="545 1608 1133 1653">[REDACTED]</div> <div data-bbox="545 1657 1129 1702">[REDACTED]</div> <div data-bbox="545 1774 839 1818">[REDACTED]</div> <div data-bbox="545 1823 839 1868">[REDACTED]</div> <div data-bbox="545 1872 1260 1917">[REDACTED]</div> <div data-bbox="545 1921 1129 1966">[REDACTED]</div>

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33.	Buyer Authorised Representative	<div> <div></div> <div></div> <div></div> <div></div> </div>

