**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.

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|  | **Buyer** | HM Revenue & Customs  (The Buyer)  Its offices are:  100 Parliament Street  Westminster  London  SW1A 2BQ |
|  | **Supplier** | |  |  | | --- | --- | | Name: | University of Keele | | Address: | Keele University  Staffordshire  Newcastle  ST5 5BG | | Registration number: | RC000655 | |  |  | |
|  | **Contract** | This Contract between the Buyer and the Supplier is for the supply of Deliverables. |
|  | **Contract reference** | SR1667217784 |
|  | **Deliverables** | See Schedule 2 (Specification) for further details. |
|  | **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. |
|  | **Collaborative working principles** | The Collaborative Working Principles do not apply to this Contract. See Clause 3.1.3 of the Core Terms for further details. |
|  | **Financial Transparency Objectives** | The Financial Transparency Objectives do not apply to this Contract.  See Clause 6.3 of the Core Terms for further details |
|  | **Start Date** | 15th January 2024 |
|  | **Expiry Date** | 14th January 2027 - 3 year Initial Contract Term without commitment |
|  | **Extension Period** | Not Applicable |
|  | **Ending the Contract without a reason** | The Buyer shall be able to terminate the Contract in accordance with Clause 14.3 of the Core Terms. 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. |
|  | **Incorporated Terms**  (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:   1. This Award Form 2. Any Special Terms (see Section 1 (Special Terms) in this Award Form) 3. Schedule 31 (Buyer Specific Terms) 4. Core Terms 5. Schedule 36 (IPR) 6. Schedule 1 (Definitions) 7. Schedule 20 (Processing Data) 8. The following Schedules (in equal order of precedence):    1. Schedule 2 (Specification)    2. Schedule 3 (Charges)    3. Schedule 5 (Commercially Sensitive Information)    4. Schedule 16 (Security)    5. Schedule 21 (Variation Form)    6. Schedule 22 (Insurance Requirements    7. Schedule 25 (Rectification Plan    8. Schedule 26 (Sustainability    9. Schedule 29 (Key Supplier Staff |
|  | **Special Terms** | Not Applicable |
|  | **Sustainability** | The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability). |
|  | **Buyer’s Environmental Policy** | HMRC Sustainable Procurement Strategy is available online at:  <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/310632/HMRC_Sustainable_Procurement_Strategy.pdf> |
|  | **Social Value Commitment** | Not Applicable |
|  | **Buyer’s Security Policy** | HMRC Security Policy is available online at:  <https://www.gov.uk/government/publications/security-policy-framework> |
|  | **Commercially Sensitive Information** | Supplier’s Commercially Sensitive Information**:** Schedule 5 (Commercially Sensitive Information) |
|  | **Charges** | Details in Schedule 3 (Charges)  Maximum Contract Value is £480,000 (excluding VAT)  No commitment is given to the extent as to which work will be commissioned from this Call Off Order Form |
|  | **Reimbursable expenses** | None |
|  | **Payment method** | The Buyer operates with the SAP Ariba Buying and Invoicing platform internally badged as myBUY, therefore the Supplier will be obliged to receive Purchase Orders from and transact invoices back to the Buyer over the Ariba network. |
|  | **Service Levels** | Not applicable |
|  | **Insurance** | Details in Annex of Schedule 22 (Insurance Requirements). |
|  | **Liability** | In accordance with Clause 15.1 of the Core Terms. Each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than 125% of the Estimated Yearly Charges.  In accordance with Clause 15.5 of the Core Terms, the Supplier’s total aggregate liability in each Contract Year under Clause 18.8.5 of the Core Terms is no more than the Data Protection Liability, being £1million. |
|  | **Cyber Essentials Certification** | Not Applicable |
|  | **Progress Meetings and Progress Reports** | The Supplier shall attend Progress Meetings with the Buyer every month.  The Supplier shall provide the Buyer with Progress Reports every month. |
|  | **Guarantee** | Not applicable |
|  | **Virtual Library** | Not Applicable |
|  | **Supplier**  **Contract**  **Manager** | xxxxxxxxxxxxxxxxxx  Faculty Operations Manager  XXXXXXXXXXXXXXXXXXXXXXXX  XXXXXXXXXXXXXXXXXXXXXXXX  Senior Lecturer in Political Economy and Public Policy  **XXXXXXXXXXXXXXXXXXXXXXXX** |
|  | **Supplier Authorised Representative** | XXXXXXXXXXXXXXXXXXXXX  Director of Research Strategy Delivery  XXXXXXXXXXXXXXXXXXXXX |
|  | **Supplier Compliance Officer** | XXXXXXXXXXXXXXXXXXXXX  Director of Legal, Governance & Compliance  XXXXXXXXXXXXXXXXXXXXX |
|  | **Supplier Data Protection Officer** | XXXXXXXXXXXXXXXXXXXXX  Legal and Information Compliance Officer  XXXXXXXXXXXXXXXXXXXXX |
|  | **Supplier Marketing Contact** | Not Applicable |
|  | **Key Subcontractors** | Not Applicable |
|  | **Buyer Authorised Representative** | XXXXXXXXXXXXXXXXXXX  XXXXXXXXXXXXXXXXXXX |

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