**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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| **1.**  | **Buyer**  | Driver & Vehicle Licensing Agency (DVLA)  Its offices are on:  Longview Road Morriston Swansea SA6 7JL  |
| **2.**  | **Supplier**  | Name:  | Barclays Bank Plc trading as Barclays Payments  |
|  |  | Address:  | 1 Churchill Place, London E14 5HP  |
|  |  | Registration number:     | 1026167    |
| **3.**  | **Contract**  | This Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity is advertised in the Contract Notice on Find a Tender Service (Reference Number: OJ/S 2021/S 000-005580).   |
| **4.**  | **Contract reference**  | **PS/20/48**  |
| **5.**  | **Deliverables**  |  Provision of Payment Gateway Services.  See Schedule 2 (Specification) for further details.   |
| **6.**  | **Start Date**  | 31 May 2022.  |
| **7.**  | **End Date**  | 31 May 2025.  |
| **8.**  | **Extension Period**  | Unless it is terminated earlier in accordance with its terms and conditions, the Contract shall be for a period of 3 years from the Start Date with the option to extend for a further one (1) year plus one (1) year period (3+1+1), up to 31 May 2027.  |
| **9.**  | **Incorporated Terms**  | The following documents are incorporated into the Contract. Where schedules are marked as NOT APPLICABLE, we are not using these  |

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|  |  (together these documents form ‘the Contract’)                  | Schedules in the Contract. If the documents conflict, the following order of precedence applies: 1. This Award Form
2. Any Special Terms (see **Section 10 Special Terms** in this Award Form)
3. Core Terms (version 1.0)
4. Schedule 1 (Definitions)
5. Schedule 20 (Processing Data)
6. The following Schedules (in equal order of precedence):

 * + Schedule 2 (Specification)
	+ Schedule 3 (Charges)
	+ Schedule 5 (Commercially Sensitive Information)
	+ Schedule 6 (Transparency Reports)
	+ Schedule 7 (Staff Transfer) – NOT APPLICABLE
	+ Schedule 8 (Implementation Plan & Testing)
	+ Schedule 9 (Installation Works) – NOT APPLICABLE
	+ Schedule 10 (Service Levels)
	+ Schedule 11 (Continuous Improvement)
	+ Schedule 12 (Benchmarking)
	+ Schedule 13 (Contract Management)
	+ Schedule 14 (Business Continuity and Disaster Recovery)
	+ Schedule 15 (Minimum Standards of Reliability) – NOT APPLICABLE
	+ Schedule 16 (Security)
	+ Schedule 17 (Clustering) – NOT APPLICABLE
	+ Schedule 18 (Supply Chain Visibility)
	+ Schedule 19 (Cyber Essentials Scheme)
	+ Schedule 20 (Processing Data)
	+ Schedule 21 (Variation Form)
	+ Schedule 22 (Insurance Requirements)
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|  |  | * Schedule 23 (Guarantee) – NOT APPLICABLE
* Schedule 24 (Financial Difficulties)
* Schedule 25 (Rectification Plan)
* Schedule 27 (Key Subcontractors)
* Schedule 28 (ICT Services) – NOT APPLICABLE
* Schedule 29 (Key Supplier Staff) – NOT APPLICABLE
* Schedule 30 (Exit Management)
* Schedule 31 (MoD Terms) – NOT APPLICABLE
* Schedule 32 (Background Checks)
* Schedule 33 (Scottish Law) – NOT APPLICABLE
* Schedule 34 (Northern Ireland Law) – NOT APPLICABLE
* Schedule 35 (Lease Terms) – NOT APPLICABLE
1. Schedule 26 (Corporate Social Responsibility)
2. Schedule 4 (Tender) as long as any part of the Tender that offers a better commercial position for the Buyer takes precedence over the documents above.

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| **10.**  | **Special** **Terms**  | The Special Terms which shall apply to, and are incorporated into, the Contract are as follows: 1. **Definitions**

1.1 In these Special Terms, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions) (where there is a conflict between a definition below and a definition in Schedule 1, the definition below shall, for the purposes of the Contract, prevail): “**Emergency Maintenance**” means any urgent maintenance activity (that does not relate in any way to an incident or fault or the consequences of an incident or fault) notified to the Buyer by the Supplier and performed by or on behalf of the Supplier; "**Gateway**" means the payment gateway portal and related software programs set out and further described in the Specification. For the  |

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|  |  | avoidance of doubt, the Gateway shall be considered a Deliverable for the purposes of the Contract; "**Gateway Fee**" means the fees and charges (exclusive of any applicable VAT) payable to the Supplier by the Buyer under the Contract for the full and proper performance by the Supplier of its obligations under the Contract and the provision of the Gateway and all related Services and Deliverables; "**Planned Change Freeze Period**" means either of the two periods annually during which the Supplier will keep changes to the Gateway, Services and/or Deliverables to a minimum, restricted to those regarded as essential by the Supplier, being Easter (approximately 2 weeks) and Christmas (being approximately 6 weeks) and with each Planned Change Freeze Period being as notified to the Buyer by the Supplier as soon as reasonably practicable and no less than two (2) months prior to each Planned Change Freeze Period; "**Planned Downtime**" means any planned maintenance activity (other than Emergency Maintenance activity) notified to the Buyer no less than seven (7) days in advance and performed by or on behalf of the Supplier during the Planned Downtime Window; "**Planned Downtime Window**" means any Monday, Tuesday, Wednesday and/or Thursday between the hours of 02:00 am to 07:00 am inclusive (United Kingdom time); "**Regulatory Bodies**" means those government departments and regulatory, statutory, industry and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Buyer and any reference to "**Regulatory Body**" shall be construed accordingly; "**Transaction**" means any payment or refund and/or any other standard or mandated card scheme or alternative payment method (“**APM**”) provider (as relevant) transaction types made, by use of a card, a card number, an APM or otherwise (as relevant) including to debit or credit the applicable cardholder's account or payer's APM account, and whether domestic or foreign (where and to the extent that UK sanctions permit the same) and shall include reversals and the initiation of or request for any of the items mentioned above and a transaction would cover any attempt whether successful or not and  |

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|  |  | includes the following types of action which shall each constitute as a single Transaction: 1. Authorisation and settle;
2. Authorisation only;
3. Settle – stand-in – no connection to acquirer;
4. Partial settle;
5. Reverse / cancel;
6. Third party (i.e. any Transaction that is processed, stored and/or reported on that is not covered by other Transaction definitions such as, by way of example, a gift card or APM Transaction);
7. Refund;
8. Account verification;
9. Pre-authorisation;
10. Authentication attempt; and

“**Transaction Personal Data**” means Personal Data which it is necessary to hold, process, generate or otherwise use in connection with providing the relevant Services. 1. **Liability**
	1. Clause 11.4 of the Core Terms is amended by adding the following provisions after the existing sentence:

"*In addition, nothing in this Contract shall serve to limit or exclude the liability of the Buyer for the amount of the Gateway Fees which the Buyer is responsible for under and in accordance with the terms of the Contract.*” 1. **Buyer’s Obligations**
	1. The Buyer will not sell or offer to sell the Gateway and can only part with possession or control of, or grant access to, the Gateway to an authorised user in the employment of the Buyer (provided that the Buyer shall be entitled to enable access to the Gateway to its relevant third-party payers in order to make payments to the Buyer).
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|  |  | 3.2. The Buyer shall notify the Supplier as soon as reasonably possible if the Buyer becomes aware that any part of the Gateway is materially defective. 3.3. The Buyer will take reasonable steps to allow the Supplier or its duly authorised representative to inspect the Gateway (if and to the extent that it is hosted by the Buyer) at reasonable times on reasonable advance notice. 3.4. The Buyer will operate the Services in accordance with the Supplier's reasonable recommendations and/or user instructions and where and to the extent that they have been notified to and agreed by the Buyer. 1. **Buyer Indemnities**
	1. The Buyer shall indemnify and hold the Supplier indemnified from and against all fines or penalties properly imposed on the Supplier by a Regulatory Body due to any breach by the Supplier of the Data Protection Legislation, in each case if and only to the extent arising directly out of any breach by the Buyer of the Contract or any Buyer Cause (but not where and/or to the extent caused or contributed to by the Supplier or anyone acting on its behalf).
	2. The Supplier shall as soon as reasonably practicable from time to time notify the Buyer of any fines or penalties referred to at Clause 4.1 of these Special Terms.
	3. Where reasonably practicable to do so, having regard amongst other things to the applicable events or circumstances and their impact on the Services and the business of the Supplier and any commercial sensitivities, the Supplier shall allow the Buyer to make reasonable comment upon any matter which is the subject of an indemnity claim by the Supplier against the Buyer under the Contract prior to any action being taken by the Supplier in relation to the claim and shall afford such comments reasonable consideration.
2. **Aggregated and Anonymised Data**

5.1 The Buyer acknowledges and agrees that the Supplier may: 12.1.1 aggregate, summarise and/or anonymise any Transaction Personal Data and any other information provided by the Buyer; and  |

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|  |  | 12.1.2 use and disclose Transaction Personal Data and any other information provided by the Buyer for any purpose and to any person or third party to the extent that such Transaction Personal Data or information is aggregated, summarized, anonymised or otherwise presented in a manner that does not directly or indirectly identify an individual or identify such Transaction Personal Data as attributable to the Buyer. 1. **Changes and maintenance**

6.1 The Supplier shall have the right to make changes / additions / replacements to the Gateway, Services and/or Deliverables at any time, including where there is a change required to: 1. meet new statutory, regulatory and/or PCI-DSS requirements (“**Mandatory Changes**”);
2. meet card processing authority mandatory standards other than

PCI-DSS requirements or standards (“**Mandatory Card Processing Authority Changes**”); 1. make periodic updates / corrections including for patching, bug fixing or security reasons (“**Fixes**”);
2. release additional features or functions in accordance with its product development map (“**Functionality Changes**”); or
3. release new versions of the Gateway, Services and/or Deliverables (“**New Versions**”),

(each a “**Payment Services Change**” and collectively and in any combination “**Payment Services Changes**”). 6.2 Where a change will detract from reduce or impair the Gateway, Services and/or Deliverables then, the Supplier is required to:1. in relation to Mandatory Changes and Mandatory Card

Processing Authority Changes, notify the Buyer as soon as reasonably practicable and no less than seven (7) days in advance, unless the change is required in an emergency or for reasons of safety or as part of any Emergency Maintenance; 1. in all other cases, only implement the change following notification unless the change is required in an emergency or for reasons of safety or as part of any Emergency Maintenance.
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|  |  | 6.3 The Supplier shall be entitled to perform Emergency Maintenance and Planned Downtime. 6.4 Where any Functionality Changes are only specific to the Buyer, the Supplier shall only activate the change when agreed by the Buyer and the Supplier in writing in accordance with this Clause 6.4 of these Special Terms. Should either Party request to make any Functionality Change(s) specific to the Buyer only, for the Buyer's use in a test or live environment (defined as a “**Buyer-Specific Functionality Change**”), the Buyer’s Change Request Form (as embedded at Clause 7.1 of these Special Terms below), followed by the Supplier’s Service Change governance template, as set out at Clause 7.2 of these Special Terms below, will need completing by the Parties. For the avoidance of doubt, the Supplier shall only activate the relevant Buyer-Specific Service Change for the Buyer once the Supplier’s Service Change governance template is agreed in writing by both Parties. 6.5 The Supplier shall not make any change during a Planned Change Freeze Period unless the change is considered essential by the Supplier and a formal exemption to the Planned Change Freeze Period is approved by the Supplier. 6.6 The Supplier shall have the right to charge the Buyer for any Payment Services Change requested by the Buyer and the charges in respect of such change are agreed in writing and/or where the change is a Mandatory Card Processing Authority Change. 6.7 Where, in its sole discretion, the Supplier makes a Payment Services Change available to the Buyer, then the Buyer acknowledges and agrees that, to the maximum extent permitted under applicable law, the Supplier shall have no liability to the Buyer caused by or arising from the Buyer's failure to implement or use the relevant Payment Services Change by the date notified by the Supplier to the Buyer and provided that the Buyer has wherever possible been given reasonable notice of the requirement by the Buyer to implement the relevant Payment Services Change. 1. **Buyer-Specific Functionality Changes**
	1. The Buyer’s Change Request Form is as embedded below:

* 1. The Supplier’s Service Change governance template is as follows:

*Supplier’s Service Change governance template*  |

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|  |  | *Project/Change:* *Project SF Code:* *Defect/Change:* *Description of Change:* *Environment:* *Impact:* *Date:* ***To be completed by the Buyer*** *Change Authorised By:* *Authorisation Date:* 1. **Schedule 3 (Charges)**
	1. Paragraph 8.1.1 of Schedule 3 (Charges) shall be deleted in its entirety.
	2. Paragraph 8.1.2(k) of Schedule 3 (Charges) shall be deleted in its entirety.
	3. The following sentences as set out at Paragraph 8.1.3 of Schedule 3 (Charges) shall be deleted in their entirety:

*“The Supplier shall first submit to the Authority a draft invoice setting out the Charges payable. The Parties shall endeavour to agree the draft invoice within 5 Working Days of its receipt by the Authority, following which the Supplier shall be entitled to submit its invoice.”* 6.4 A new Paragraph 8.1.2A shall be inserted into Schedule 3 (Charges) immediately above Paragraph 8.1.3 that shall read as follows: *“Where any Service Credits are due to the Buyer in accordance with the Contract, the Supplier shall outline these in a detailed credit note.”*    |

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| **11.**  | **Buyer’s** **Environmental** **Policy**  | The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with its own environmental commitments in Schedule 4 (Tender).   |
| **12.**  | **Buyer’s Security Policy**  | The short form security requirements in Part A of Schedule 16 (Security) shall apply to the Contract.   |
| **13.**  | **Social Value** **Commitment**  | The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with its own social value commitments in Schedule 4 (Tender).  |
| **14.**  | **Commercially** **Sensitive** **Information**  | As detailed inSchedule 5 (Commercially Sensitive Information). |
| **15.**  | **Charges**  | All invoices shall be raised by the Supplier in accordance with the provisions of Schedule 3 (Charges), subject to any amendments to Schedule 3 (Charges) as detailed in these Special Terms to this Award Form.  |
| **16.**  | **Reimbursable expenses**  | As detailed in Schedule 3 (Charges).  |
| **17.**  | **Payment method**  | All invoices shall be raised by the Supplier in accordance with the provisions of Schedule 3 (Charges), subject to any amendments to Schedule 3 (Charges) as detailed in this Special Terms to this Award Form.   |
| **18.**  | **Service Levels**  | Service Credits will accrue in accordance with Schedule 10 (Service Levels).  The Service Credit Cap is: £75,000 per annum.  The Service Period is 1 Month.  A Critical Service Level Failure is: NOT APPLICABLE.   |
| **19.**  | **Insurance**  | As detailed in the Annex of Schedule 22 (Insurance Requirements).  |
| **20.**  | **Liability**  | The limitation of liability for this Contract is stated in Clause 11 of the Core Terms (as supplemented by the Special Terms).  The Estimated Year 1 Charges used to calculate liability in the first Contract Year is xxxxxRedacted under FOIA section 43   |
| **21.**  | **Cyber** **Essentials** **Certification**  | The Supplier shall have and maintain a Cyber Essentials Scheme Certificate in accordance with Schedule 19 (Cyber Essentials Scheme).  |

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| **22.**  | **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.
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| **23.**  | **Guarantee**  | NOT APPLICABLE.  |
| **24.**  | **Requirements Spreadsheet**  | xxxxxRedacted under FOIA section 41  |
| **25.**   | **Supplier** **Contract** **Manager**  | xxxxxRedacted under FOIA section 40Senior Business Development Manager   |
| **26.**   | **Supplier** **Authorised** **Representative**  | xxxxxRedacted under FOIA section 40Chief Executive Officer   |
| **27.**   | **Supplier** **Compliance** **Officer**  | xxxxxRedacted under FOIA section 40 Business Unit Conformance Officer   |
| **28.**   | **Supplier Data** **Protection** **Officer**  | The Data Protection Officer Barclays Bank PLC Leicester, LE87 2BB DPO@Barclays.com  |
| **29.**   | **Supplier** **Marketing** **Contact**  | xxxxxRedacted under FOIA section 40 Head of Marketing UK Cards and Payments  |
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| **30.**   | **Key** **Subcontractors**  | **Key Subcontractor 1** Name (Registered name if registered) The Logic Group Enterprises Limited t/a Barclays Payments Registration number (if registered) 02609323 Role of Subcontractor: Provision of the Services and Deliverables   |
| **31.**   | **Buyer** **Authorised** **Representative**  | xxxxxRedacted under FOIA section 40 |

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| **For and on behalf of the Supplier:**  | **For and on behalf of the Buyer:**  |
| Signature:  | xxxxxRedacted under FOIA section 40 | Signature:  |  xxxxxRedacted under FOIA section 40 |
| Name:  |  xxxxxRedacted under FOIA section 40 | Name:  | xxxxxRedacted under FOIA section 40  |
| Role:  | Director of Public Sector  | Role:  | Head of Procurement  |
| Date:  |  30/05/2022 | Date:  |  30/05/2022 |