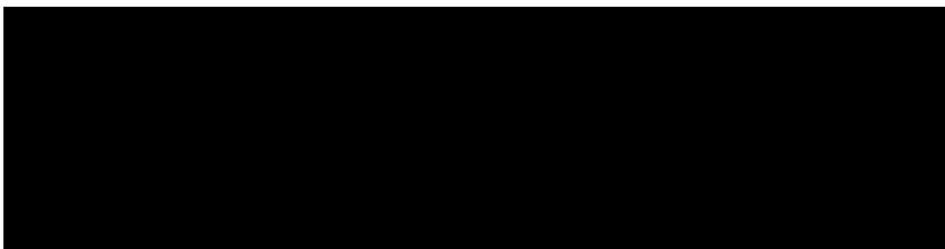



Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

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| 1. Buyer | <p>THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS (acting through the DEPT FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS (DEFRA)) (the Buyer).</p> <p>Its offices are at: Seacole Building, 2 Marsham Street, London. SW1P 4DF</p> |
| 2. Supplier | <p>Name: ACCON UK LIMITED</p> <p>Address: 12 Park Lane, Tilehurst, Reading, Berkshire. RG31 5DL</p> <p>Registration number: 06269183</p> <p>SID4GOV ID:</p> |
| 3. Contract | <p>This Contract between the Buyer and the Supplier is for the supply of Deliverables, being the provision of Noise and Statutory Nuisance – Ad-hoc Technical Support - Schedule 2 (Specification) and Schedule 13 (Contract Management) for full details</p> <p>This opportunity is advertised in this Contract Notice in Find A Tender, FTS Contract Notice, 2024/S 000-021720.</p> |
| 4. Contract reference | C27281 |
| 5. Buyer Cause | 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. |
| 6. Collaborative working principles | <p>The Collaborative Working Principles do not apply to this Contract.</p> <p>.</p> |

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| 7. Financial Transparency Objectives | The Financial Transparency Objectives do not apply to this Contract. |
| 8. Start Date | 6 January 2025 |
| 9. Expiry Date | 5 January 2029 |
| 10. Extension Period | <p>The Buyer can extend the Contract Period for up to 3 years in 12 month instalments;</p> <ol style="list-style-type: none"> 1) 6 January 2029 – 5 January 2030 2) 6 January 2030 – 5 January 2031 3) 6 January 2031 – 5 January 2032 <p>The Buyer can extend the Contract Period Supplier by giving the Supplier not less than 3 Months' written notice before the Contract expires.</p> |
| 11. Ending this Contract without a reason | The Buyer shall be able to terminate this Contract in accordance with Clause 14.3. |
| 12. Incorporated Terms (together these documents form the " this Contract ") | <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> <ol 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 1 (Definitions) (e) Schedule 2 (Specification) (f) Schedule 20 (Processing Data) (g) The following Schedules (in equal order of precedence): <ol style="list-style-type: none"> (i) Schedule 3 (Charges) (ii) Schedule 5 (Commercially Sensitive Information) (iii) Schedule 13 (Contract Management) (iv) Schedule 14 (Business Continuity and Disaster Recovery) (v) Schedule 21 (Variation Form) (vi) Schedule 22 (Insurance Requirements) (vii) Schedule 25 (Rectification Plan) |

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| | | <p>(viii) Schedule 26 (Sustainability)</p> <p>(ix) Schedule 27 (Key Subcontractors)</p> <p>(x) Schedule 29 (Key Supplier Staff)</p> <p>(xi) Schedule 30 (Exit Management)</p> <p>(h) 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.</p> |
| 13. | Special Terms | <p>Special Term 1: In this Contract:</p> <ul style="list-style-type: none"> Core Terms shall be amended and replaced with the document set out in Appendix 4 to this Contract Award Form. |
| 14. | Buyer's Environmental Policy | https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs |
| 15. | Social Value Commitment | 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 provide the Social Value Reports as set out in Schedule 26 (Sustainability) |
| 16. | Buyer's Security Requirements and Security and ICT Policy | Not applicable |
| 17. | Charges | Details in Schedule 3 (Charges) |
| 18. | Estimated Year 1 Charges |  <p>Annual Fee</p>  |

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| 19. Reimbursable expenses | None |
| 20. Payment method | As set out in the Core Terms and Schedule 3 (Charges) |
| 21. Service Levels | Not applicable |
| 22. Liability | <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> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £5 million.</p> |
| 23. Cyber Essentials Certification | Not applicable |
| 24. Progress Meetings and Progress Reports | See Schedule 13 (Contract Management) |
| 25. Guarantor | Not applicable |
| 26. Virtual Library | Not applicable |
| 27. Supplier's Contract Manager | <div>██████████</div> <div>████████████████████</div> <div>████████████████████</div> <div>██████████</div> |
| 28. Supplier Authorised Representative | <div>██████████</div> <div>██████████████</div> <div>████████████████████████████████</div> <div>██████████</div> |

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| 29. | Supplier Compliance Officer | <div></div> <div></div> <div></div> <div></div> |
| 30. | Supplier Data Protection Officer | <div></div> <div></div> <div></div> <div></div> |
| 31. | Supplier Marketing Contact | Not Applicable |
| 32. | Key Subcontractors | Key Subcontractor 1 Name : University of Derby Registration number : 03079282 <div></div> <div></div> |
| 33. | Buyer Authorised Representative | <div></div> <div></div> <div></div> |

The revised Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority's electronic contract management system ("Atamis").

Authority Signature:

Supplier Signature: