

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

Each party agrees to sign this Award Form by electronic signature using DocuSign and agrees that this method of signature is conclusive of their intention to be bound by this Contract as if each party signed by manuscript signature.

1.	Buyer	The Department of Business and Trade Its offices are on: Old Admiralty Building, Admiralty Place, London, SW1A 2DY
2.	Supplier	Name: Tescan Ltd Address:  Registration number: SID4GOV ID:
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity is advertised in the Contract Notice in Find A Tender, reference <i>pj3084</i> (FTS Contract Notice).

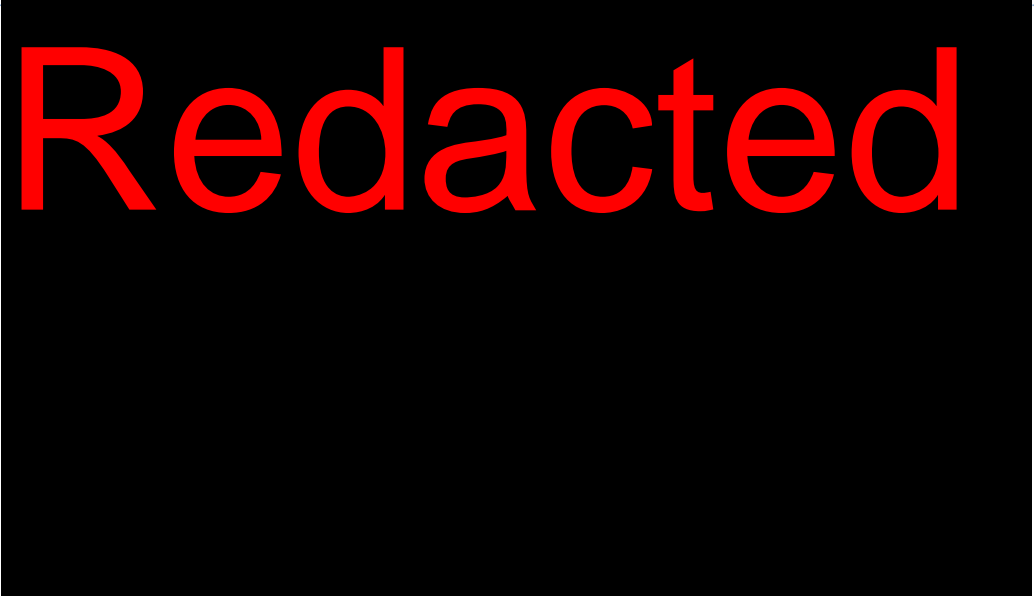
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4.	Contract reference	pj3084
5.	Deliverables	<p>Tescan Mira Scanning Electron Microscopes and associated items & services.</p> <p>Full details of the supplied unit are:</p> <p>Redacted</p> <p>Redacted</p> <p>The unit will be installed, tested and commissioned by the suppliers allocated installers.</p> <p>See Schedule 2 (Specification) for further details.</p>
6.	Buyer Cause	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	<p>The Collaborative Working Principles do not apply to this Contract.</p> <p>See Clause 3.1.3 for further details.</p>
8.	Financial Transparency Objectives	<p>The Financial Transparency Objectives do not apply to this Contract.</p> <p>See Clause 6.3 for further details.</p>
9.	Start Date	<i>20th March 2024</i>
10.	Expiry Date	<i>19th March 2028</i>
11.	Extension Period	Not applicable
12.	Ending the Contract without a reason	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.

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		<p>Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 60 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.	<p>Incorporated Terms</p> <p>(together these documents form the "the Contract")</p>	<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. Schedule 5 (Commercially Sensitive Information) c. Schedule 8 (Implementation Plan & Testing) d. Schedule 13 (Contract Management) e. Schedule 16 (Security) f. Schedule 21 (Variation Form) g. Schedule 22 (Insurance Requirements) h. Schedule 25 (Rectification Plan) i. Schedule 26 (Sustainability) j. Schedule 28 (ICT Services) 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

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		aspect of the Tender will take precedence over the documents above.
14.	Special Terms	N/A
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	The Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
17.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and provide the Social Value Reports as set out in Schedule 26 (Sustainability)
18.	Buyer's Security Policy	Schedule 16 (Security)
19.	Commercially Sensitive Information	Not applicable
20.	Charges	 A large black rectangular box covers the content of row 20. The word "Redacted" is written in large, bold, red font across the center of the box.

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		Redacted
21.	Reimbursable expenses	None
22.	Payment method	<p><i>Payment will be made via BACS:</i> <i>Department for Business and Trade</i> <i>c/o UK SBS, Queensway House</i> <i>West Precinct</i> <i>Billingham</i> <i>TS23 2NF</i> <i>Email:</i> Redacted</p>
23.	Service Levels	<p>The items supplied will be supported in line with the offers put forward in the overall service offering (document below) and as per the support and maintenance agreement.</p> <p>Redacted</p>
24.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
25.	Liability	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of 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 £10 million</p>
26.	Cyber Essentials Certification	Cyber Essentials Scheme Basic Certificate

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27.	Progress Meetings and Progress Reports	Not Applicable
28.	Guarantee	Not applicable
29.	Virtual Library	Not applicable
30.	Supplier Contract Manager	Redacted
31.	Supplier Authorised Representative	Redacted
32.	Supplier Compliance Officer	Redacted
33.	Supplier Data Protection Officer	Redacted
34.	Supplier Marketing Contact	Redacted
35.	Key Subcontractors	Key Subcontractor 1 Name (Registered name if registered): <i>Not Applicable</i> Registration number (if registered): <i>Not Applicable</i> Role of Subcontractor: <i>Not Applicable</i>

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36.	Buyer Authorised Representative	Redacted
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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Redacted	Signature:	Redacted
Name:	Redacted	Name:	Redacted
Role:	Redacted	Role:	Redacted
Date:	Redacted	Date:	Redacted