

## **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.

<b>1.</b>	<b>Buyer</b>	Environment Agency Horizon House Deanery Road Bristol BS1 5AH
<b>2.</b>	<b>Supplier</b>	<div> <div>Name:</div> <div>CACI Limited</div> </div> <div> <div>Address:</div> <div>CACI House, Avonmore Road, London, W14 8TS</div> </div> <div> <div>Registration number:</div> <div>01649776</div> </div> <div> <div>SID4GOV ID:</div> <div>209425</div> </div>
<b>3.</b>	<b>Contract</b>	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>This opportunity is advertised in the Contract Notice in Find A Tender, reference 2022/S 000-033702<sup>1</sup> (FTS Contract Notice).</p>

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<sup>1</sup> <https://www.find-tender.service.gov.uk/Notice/033702-2022>

**Award Form**

4.	Contract reference	C21832.
5.	Deliverables	See Schedule 2 (Specification) for further details.

**Award Form**

6.	<b>Buyer Cause</b>	<p>Any breach of:</p> <ul style="list-style-type: none"> <li>• those obligations of the Buyer which are set out in the Contract and the Schedules;</li> <li>• any obligation of the Buyer to provide the Supplier with access to appropriate members of the Buyer's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Initial Period and the Extension Period;</li> <li>• any obligation of the Buyer to provide sufficient and suitably qualified staff to fulfil the Buyer's roles and duties which are set out in the Contract and the Schedules;</li> <li>• any obligation of the Buyer to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Contract provided that such documentation, data and/or information is available to the Buyer and is authorised for release by the Buyer;</li> <li>• any obligation of the Buyer to procure for the Supplier such agreed access and use of the Buyer Premises (as a licensee only) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Contract, such access to be provided during the Buyer's normal working hours on each Working Day or as otherwise agreed by the Buyer (such agreement not to be unreasonably withheld or delayed);</li> <li>• any obligation of the Buyer to ensure its staff attend training courses provided by the Supplier to timescales agreed with the Supplier;</li> <li>• any obligation of the Buyer to provide the interface specifications to the Buyer's system or any other technical specifications that may be reasonably requested by the Supplier in order to ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract (as defined in Schedule 28 (ICT Services));</li> <li>• any obligation of the Buyer to ensure any COTS Software licensed pursuant to Paragraph 9.3.5 in Schedule 28 (ICT Services) is no more than one major version older than the current major version of said COTS Software, subject to there being no more than 3 major version Upgrades during the Contract Period;</li> <li>• any obligation of the Buyer to provide access to relevant parts of the Buyer's systems to enable the Supplier to conduct Testing, access Buyer Data, and other similar activities;</li> <li>• any obligation of the Buyer to facilitate meetings between any third parties to define mutually acceptable interface formats and IT service management processes;</li> <li>• any obligation of the Buyer to facilitate the cooperation of the Outgoing Supplier in relation to delivery of the Implementation Plan;</li> <li>• any obligation of the Buyer to maintain the list of the Buyer's staff who are authorised by the Buyer to access certain parts of the Supplier's system;</li> </ul>
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**Award Form**

		<ul style="list-style-type: none"> <li>any obligation of the Buyer to issue communications to end users that relate to the Implementation Plan;</li> <li>any obligation of the Buyer to cooperate in the review and approval of Milestones, Documentation and Deliverables;</li> <li>any obligation of the Buyer to cooperate with any IT service management activities.</li> </ul>
7.	<b>Collaborative working principles</b>	The Collaborative Working Principles do apply to this Contract. See Clause 3.1.3 for further details.
8.	<b>Financial Transparency Objectives</b>	The Financial Transparency Objectives do not apply to this Contract.
9.	<b>Start Date</b>	20 <sup>th</sup> November 2023.
10.	<b>Expiry Date</b>	5 years from the Start Date.
11.	<b>Extension Period</b>	Further period up to 5 years in 2+2+1 increments. Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before the Contract expires.
12.	<b>Ending the Contract without a reason</b>	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3, save that the Buyer must give the Supplier not less than 6 months' notice. Upon any termination in accordance with Clause 14.3, the Buyer shall comply with Clause 14.6.3.
13.	<b>Incorporated Terms</b> (together these documents form the "the Contract")	<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> <ol style="list-style-type: none"> <li>This Award Form</li> <li>Core Terms</li> <li>Schedule 36 (Intellectual Property Rights)</li> <li>Schedule 1 (Definitions)</li> <li>Schedule 6 (Transparency Reports)</li> <li>Schedule 20 (Processing Data)</li> <li>The following Schedules (in equal order of precedence):               <ol style="list-style-type: none"> <li>Schedule 2 (Specification)</li> <li>Schedule 3 (Charges)</li> <li>Schedule 5 (Commercially Sensitive Information)</li> </ol> </li> </ol>

**Award Form**

		<p>d. Schedule 7 (Staff Transfer)<sup>2</sup></p> <p>e. Schedule 8 (Implementation Plan &amp; Testing)</p> <p>f. Schedule 10 (Service Levels)</p> <p>g. Schedule 11 (Continuous Improvement)</p> <p>h. Schedule 13 (Contract Management)</p> <p>i. Schedule 14 (Business Continuity and Disaster Recovery)</p> <p>j. Schedule 16 (Security)</p> <p>k. Schedule 17 (Service Recipients)</p> <p>l. Schedule 19 (Cyber Essentials Scheme)</p> <p>m. Schedule 21 (Variation Form)</p> <p>n. Schedule 22 (Insurance Requirements)</p> <p>o. Schedule 24 (Financial Difficulties)</p> <p>p. Schedule 25 (Rectification Plan)</p> <p>q. Schedule 26 (Sustainability)</p> <p>r. Schedule 27 (Key Subcontractors)</p> <p>s. Schedule 28 (ICT Services)</p> <p>t. Schedule 29 (Key Supplier Staff)</p> <p>u. 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 aspect of the Tender will take precedence over the documents above.</p>
14.	<b>Special Terms</b>	Not applicable.
15.	<b>Sustainability</b>	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).
16.	<b>Buyer's Environmental Policy</b>	Not applicable.
17.	<b>Social Value Commitment</b>	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes in Schedule 4 (Tender).
18.	<b>Buyer's Security Policy</b>	As set out in the HMG Security policy framework ( <a href="https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework</a> ).

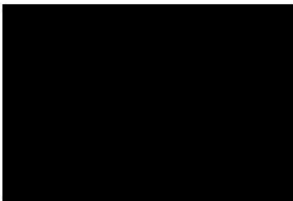
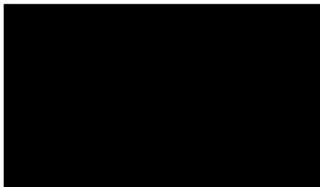
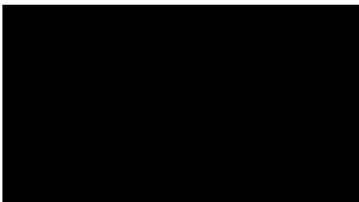

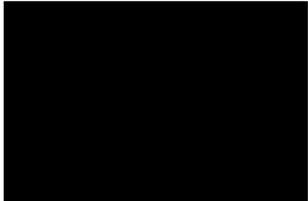
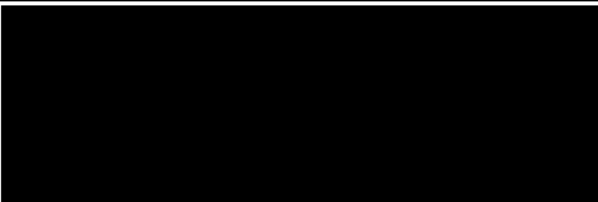
<sup>2</sup> For the avoidance of doubt, there are no Transferring Former Supplier Employees (as defined in Schedule 7 (Staff Transfer)) at the Start Date.



## Award Form

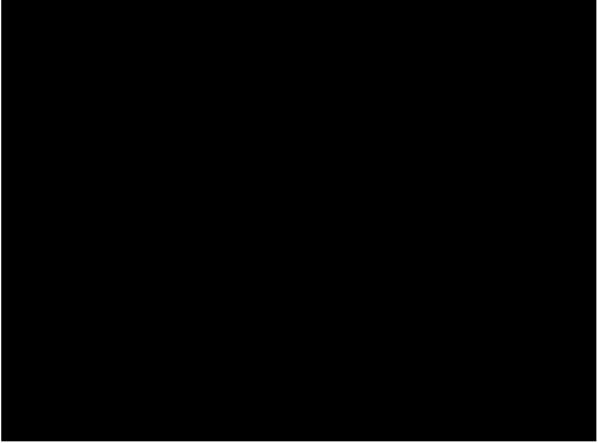
19.	<b>Commercially Sensitive Information</b>	As set out in Schedule 5 (Commercially Sensitive Information).
20.	<b>Charges</b>	As set out in Schedule 3 (Charges).
21.	<b>Reimbursable expenses</b>	Recoverable as set out in Schedule 3 (Charges).
22.	<b>Payment method</b>	The payment method for this Call-Off Contract is BACS bank transfer, based on the agreed rates as set out in Schedule 3 (Charges).
23.	<b>Service Levels</b>	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels).  The Service Credit Cap is no more than £30,921.60 in each Contract Year.  The Service Credit Cap <b>shall</b> be subject to indexation.  The Service Period is 1 month.</p> <p>A Critical Service Level Failure is defined as when the Supplier accrues Service Credits which meet or exceed the Service Credit Cap within any given Service Period.</p>
24.	<b>Insurance</b>	As set out in the Annex of Schedule 22 (Insurance Requirements).
25.	<b>Liability</b>	<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 150% of the Estimated Yearly Charges.</p> <p>Under Clause 15.4, the Supplier's total aggregate liability for the total Contract term for the indemnities given under Clauses 7.5, 9.3, 16.3 and Schedule 7 (Staff Transfer) of the Contract is no more than £1,000,000.</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 £1,000,000.</p>
26.	<b>Cyber Essentials Certification</b>	Cyber Essentials Scheme Plus Certificate (or equivalent), as set out in Schedule 19 (Cyber Essentials Scheme).
27.	<b>Progress Meetings and Progress Reports</b>	<ul style="list-style-type: none"> <li>• The Supplier shall attend Progress Meetings with the Buyer every month.</li> <li>• The Supplier shall provide the Buyer with Progress Reports every month.</li> </ul>
28.	<b>Guarantee</b>	Not applicable.
29.	<b>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 month.</li> </ul>

**Award Form**

30.	<b>Supplier Contract Manager</b>	
31.	<b>Supplier Authorised Representative</b>	
32.	<b>Supplier Compliance Officer</b>	
33.	<b>Supplier Data Protection Officer</b>	
34.	<b>Supplier Marketing Contact</b>	
35.	<b>Key Subcontractors</b>	Not applicable
36.	<b>Buyer Authorised Representative</b>	



Award Form

For and on behalf of the Supplier:	For and on behalf of the Buyer:
Supplier_Signature 	Buyer_Signature 