

## 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.

1.	<b>Buyer</b>	Government Property Agency (GPA)  Its offices are on: 23 Stephenson Street Birmingham B2 4BJ
2.	<b>Supplier</b>	Name: <b>Cipher10 Ltd</b>  Address: <b>International House, 6 South Molton Street, London, United Kingdom, W1K 5QF</b>  Registration number: <b>11949489</b>  SID4GOV ID: <b>N/A</b>
3.	<b>Contract</b>	This Contract between the Buyer and the Supplier for a Technical Delivery Partner to deliver, manage and run the GovPass Service with experience in supply, designing, building and operating Access Control Systems and solutions using ID-Ware products to deliver, manage and run the GovPass Technical Services.
4.	<b>Contract reference</b>	<b>C1000982</b>
5.	<b>Buyer Cause</b>	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.	<b>Collaborative working principles</b>	The Collaborative Working Principles do not apply to this Contract.  See Clause 3.1.3 for further details.

7.	<b>Financial Transparency Objectives</b>	The Financial Transparency Objectives apply to this Contract. See Clause 6.3 for further details.
8.	<b>Start Date</b>	1st October 2024
9.	<b>Expiry Date</b>	30th September 2025
10.	<b>Extension Period</b>	This Contract can be extended by the Buyer for 1 period of up to 3 months (for a maximum contract term of 15 months), by giving the Supplier no less than 2 months written notice before its expiry.
11.	<b>Ending this Contract without a reason</b>	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.  Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be not less than ninety (60) days' notice.
12.	<b>Incorporated Terms</b>  (together these documents form the " <b>this Contract</b> ")	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:  (a) This Award Form (b) Any Special Terms (see <b>Section 14 (Special Terms)</b> 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): (i) Schedule 2 (Specification) (ii) Schedule 3 (Charges) (iii) Schedule 5 (Commercially Sensitive Information) (iv) Schedule 6 (Transparency Reports) (v) Schedule 7 (Staff Transfer) (vi) Schedule 10 (Service Levels) (vii) Schedule 14 (Business Continuity and Disaster Recovery)

		<ul style="list-style-type: none"> <li>(viii) Schedule 16 (Security)</li> <li>(ix) Schedule 19 (Cyber Essentials Scheme)</li> <li>(x) Schedule 21 (Variation Form)</li> <li>(xi) Schedule 22 (Insurance Requirements)</li> <li>(xii) Schedule 24 (Financial Difficulties)</li> <li>(xiii) Schedule 25 (Rectification Plan)</li> <li>(xiv) Schedule 26 (Sustainability)</li> <li>(xv) Schedule 28 (ICT Services)</li> <li>(xvi) Schedule 29 (Key Supplier Staff)</li> <li>(xvii) Schedule 30 (Exit Management)</li> <li>(xviii) Schedule 36 (Intellectual Property Rights)</li> </ul>
<b>13.</b>	<b>Special Terms</b>	N/A
<b>14.</b>	<b>Buyer's Environmental Policy</b>	N/A
<b>15.</b>	<b>Social Value Commitment</b>	<p>Cipher 10 is committed to delivering social value as part of this contract, focusing on areas aligned with government priorities. Over the next 12-15 months, Cipher10 will contribute in the following ways:</p> <ol style="list-style-type: none"> <li>1. Digital Skills Development: We will explore opportunities to offer training or mentoring to local communities or small businesses, helping to improve digital literacy and cloud technology skills.</li> <li>2. Sustainability Initiatives: We will continue to operate with a focus on sustainability, implementing measures such as reducing energy consumption within our operations and encouraging remote work to minimise our carbon footprint.</li> <li>3. Community Engagement: We aim to engage with local charities or educational institutions to provide support where appropriate, potentially through technology-focused initiatives or volunteering.</li> </ol> <p>We will continue to review and adapt these initiatives to ensure they deliver meaningful value over the contract period, aligned with the UK Government's social value objectives.</p>
<b>16.</b>	<b>Buyer's Security Requirements and Security</b>	<p>Security Requirements: as set out in Schedule 16 (Security) Part B.</p> <p><b>ICT Policy:</b></p>

	<b>and ICT Policy</b>	For the purposes of Schedule 16 (Security) the Supplier is required to comply with the ICT Policy. For the purposes of Schedule 28 (ICT) Supplier is required to comply with the ICT Policy.
17.	<b>Charges</b>	As per Schedule 3 (Charges): Maximum Contract Value <b>[REDACTED]</b>
18.	<b>Estimated Year 1 Charges</b>	<b>[REDACTED]</b>
19.	<b>Reimbursable expenses</b>	<b>None</b>
20.	<b>Payment method</b>	<b>BACS</b>
21.	<b>Service Levels</b>	Service Credits will accrue in accordance with Schedule 10 (Service Levels)  The Service Credit Cap is: <b>[REDACTED]</b>  The Service Period is 1 Month  A Critical Service Level Failure is: <ul style="list-style-type: none"> <li>• When any one work package, as defined in Schedule 2 - Statement of Requirements Section 2 and 3 is 30 calendar days or more late than the Milestone Date associated with the Work Package.</li> <li>• When the Service Credit Cap, defined above, is reached.</li> </ul>
22.	<b>Liability</b>	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 150% of the Estimated Yearly Charges.  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 <b>[REDACTED]</b> .
23.	<b>Cyber Essentials Certification</b>	Cyber Essentials Scheme Plus Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)
24.	<b>Progress Meetings and Progress Reports</b>	The Supplier shall attend Progress Meetings with the Buyer monthly.

		The Supplier shall provide the Buyer with Progress Reports by the 10th working day of each month.
25.	<b>Guarantor</b>	N/A
26.	<b>Virtual Library</b>	Not applicable.
27.	<b>Supplier's Contract Manager</b>	[REDACTED]
28.	<b>Supplier Authorised Representative</b>	[REDACTED]
29.	<b>Supplier Compliance Officer</b>	[REDACTED]
30.	<b>Supplier Data Protection Officer</b>	[REDACTED]
31.	<b>Supplier Marketing Contact</b>	[REDACTED]
32.	<b>Key Subcontractors</b>	N/A
33.	<b>Buyer Authorised Representative</b>	[REDACTED]

<b>For and on behalf of the Supplier:</b>	<b>On behalf of the Minister for the Cabinet Office on behalf of the Crown</b>
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		<b>represented by the Government Property Agency</b>	
Signature:		Signature:	
Name:	<b>[REDACTED]</b>	Name:	<b>[REDACTED]</b>
Role:	<b>[REDACTED]</b>	Role:	<b>[REDACTED]</b>
Date:		Date:	