

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. Buyer	<p>THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS (acting through THE ANIMAL AND PLANT HEALTH AGENCY (APHA)) (the Buyer).</p> <p>Its offices are on: Seacole Building, 2 Marsham Street, London SW1P 4DF</p>
2. Supplier / Contractor	<p>Name: Eville & Jones (Commercial Services) Ltd</p> <p>Address: Century House, 1275 Century Way, Thorpe Park, Leeds. LS15 8ZB</p> <p>Registration number: 09341619</p>
3. Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables, being Dead Wild Bird and Mammal Collection Services for Avian Influenza Surveillance - see Schedule 2 (Specification) for full details.</p> <p>This opportunity is advertised in a Contract Notice in Find A Tender, reference 2024/S 000-009925 (FTS Contract Notice).</p>
4. Contract reference	C25776
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>See Clause 3.1.3 for further details.</p>
7. Financial Transparency Objectives	<p>The Financial Transparency Objectives do not apply to this Contract.</p> <p>See Clause 6.3 for further details.</p>
8. Start Date	1 st October 2024

9.	Expiry Date	31 st August 2027
10.	Extension Period	Further period up to twenty-four (24) months.
		Extension exercised where the Buyer gives the Supplier no less than three (3) months' written notice before this Contract expires.
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	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:
	(together these documents form the " this Contract ")	<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"> (i) Schedule 2 (Specification) (ii) Schedule 3 (Charges) (iii) Schedule 7 (Staff Transfer) (iv) Schedule 8 (Implementation Plan & Testing) (v) Schedule 10 (Service Levels) (vi) Schedule 13 (Contract Management) (vii) Schedule 14 (Business Continuity and Disaster Recovery) (viii) Schedule 21 (Variation Form) (ix) Schedule 22 (Insurance Requirements) (x) Schedule 25 (Rectification Plan) (xi) Schedule 26 (Sustainability) (xii) Schedule 27 (Key Subcontractors) (xiii) Schedule 29 (Key Supplier Staff)

		<p>(xiv) Schedule 30 (Exit Management)</p> <p>(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 part of the Tender will take precedence over the documents above.</p>
13. Special Terms		N/A
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		APHA makes no guarantee of collection volumes under this Contract. Volumes rise and fall according to disease prevalence and policy requirements.
19. Reimbursable expenses		As set out in Schedule 3 (Charges)
20. Payment method		As set out in the Core Terms and Schedule 3 (Charges)
21. Service Levels		<p>As set out in Schedule 10 (Service Levels)</p> <p>Service Credit Cap per annum: 10% of the total annual Charges.</p> <p>Service Period: Quarterly</p>
22. Liability		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.

		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.
23.	Cyber Essentials Certification	Not applicable.
24.	Progress Meetings and Progress Reports	As detailed in Schedule 13 (Contract Management).
25.	Guarantor	Not applicable
26.	Virtual Library	Not applicable.
27.	Supplier's Contract Manager / Service Manager	<div>██████████</div> <div>██████████████████</div> <div>██████████████████████████████</div> <div>██████████████████████████</div>
28.	Supplier's Deputy Contract Manager / Deputy Service Manager	<div>██████████</div> <div>██████████████████████████</div> <div>██████████████████████████</div> <div>██████████████████████████</div>
29.	Supplier Authorised Representative	<div>██████████</div> <div>██████████████████</div> <div>██████████████████████████</div> <div>██████████████████████████</div>
30.	Supplier Authorised Representative (Deputy)	<div>██████████</div> <div>██████████████████████████</div> <div>██████████████████████████</div> <div>██████████████████████████</div>
31.	Supplier Compliance Officer (1)	<div>██████████</div> <div>██████████████████████████████████████</div> <div>██████████████████████████</div> <div>██████████████</div>

32.	Supplier Compliance Officer (2)	<div>██████████</div> <div>██████████████████</div> <div>██████████████████████████</div> <div>██████████████████████████</div>
33.	Supplier Data Protection Officer (1)	<div>██████████</div> <div>██████████████████████████████████████</div> <div>██████████████████████████</div> <div>██████████████</div>
34.	Supplier Data Protection Officer (2)	<div>██████████████</div> <div>████████████████████</div> <div>██████████████████████████</div> <div>██████████████████████████</div>
35.	Buyer Authorised Representative	<div>██████████████</div> <div>██████████████████████████████████</div> <div>██████████████████████████</div> <div>██████████████████████████</div> <div>██████████████</div>

Authority Signature:

Supplier Signature: