

Award Form
Crown Copyright 2022


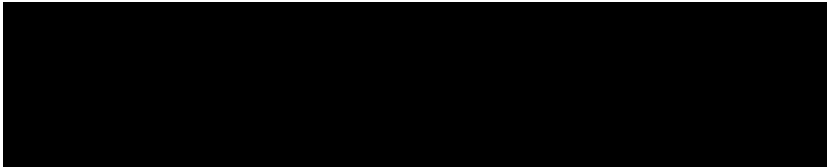


Award Form

Award Form
Crown Copyright 2022

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	Secretary of State for the Department for Business and Trade (the Buyer). 
2.	Supplier	Name: Stova Group, LLC  Registration number: N/A
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 Project ID_2266 (FTS Contract Notice).

Award Form
Crown Copyright 2022

4.	Contract reference	Project ID_2266
5.	Deliverables	See Schedule 2 (Specification) for further details.
6.	Buyer Cause	Any breach of: And the Buyer shall have no obligation to perform any obligations placed on it in Schedule 2 (Specification) or Schedule 4 (Tender) unless they are specifically identified above.
7.	Collaborative working principles	The Collaborative Working Principles do not apply to this Contract. See Clause 3.1.3 for further details.
8.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract. See Clause 6.3 for further details.
9.	Start Date	<i>1st October 2023</i>
0.	Expiry Date	<i>30th September 2025</i>
1.	Extension Period	A single extension period of up to <i>12 months</i> . Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before the Contract expires.
2.	Ending the Contract without a reason	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.
3.	Incorporated Terms (together these documents form the " the Contract ")	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: a) This Award Form b) Any Special Terms (see Section 14 (Special Terms) in this Award Form) c) Core Terms


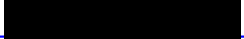
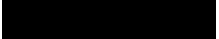
OFFICIAL-SENSITIVE: COMMERCIAL

Award Form
Crown Copyright 2022

		<p>d) Schedule 36 (Intellectual Property Rights) Schedule 1 (Definitions)</p> <p>e) Schedule 6 (Transparency Reports)</p> <p>f) Schedule 20 (Processing Data)</p> <p>g) The following Schedules (in equal order of precedence):</p> <ul style="list-style-type: none"> a. Schedule 2 (Specification) b. Schedule 3 (Charges) c. Schedule 5 (Commercially Sensitive Information) d. Schedule 8 (Implementation Plan & Testing) e. Schedule 10 (Service Levels) f. Schedule 11 (Continuous Improvement) g. Schedule 12 (Benchmarking) h. Schedule 13 (Contract Management) i. Schedule 14 (Business Continuity and Disaster Recovery) j. Schedule 16 (Security) k. Schedule 19 (Cyber Essentials Scheme) l. Schedule 21 (Variation Form) m. Schedule 22 (Insurance Requirements) n. Schedule 25 (Rectification Plan) o. Schedule 26 (Sustainability) p. Schedule 27 (Key Subcontractors) q. Schedule 28 (ICT Services) r. Schedule 29 (Key Supplier Staff) s. Schedule 30 (Exit Management) <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.	Special Terms	Special Term 1 – N/A

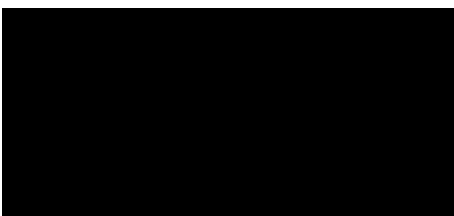
15.	Sustainability	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).
------------	-----------------------	--

Award Form
Crown Copyright 2022

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	Supplier's Commercially Sensitive Information: Schedule 5 (Commercially Sensitive Information)]
20.	Charges	Details in Schedule 3 (Charges)
21.	Reimbursable expenses	None
22.	Payment method	<p>Payment will be made via BACS</p>  <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to  or by telephone;  between 08:30-17:00 Mon-day to Friday.</p>

OFFICIAL-SENSITIVE: COMMERCIAL

Award Form
Crown Copyright 2022

		Alongside the invoice, the Supplier should attach evidence to show that the service is being delivered as planned, in a format to be agreed with the Buyer.
23.	Service Levels	Details in Schedule 10 (Service Levels)
24.	Critical Service Level Failure	<p>Are events which result in:</p> <ul style="list-style-type: none"> • 4 or more instances of unplanned / unapproved downtime of 4 hours or more in a reporting period (quarterly) • Prolonged/repeated loss of helpdesk services including failure of incident reporting process; failure to respond to any level of incident within 8 hours or resolve any level of incident within 15 days more than 3 times in one reporting period and/or failure to respond to any general enquiry within 1 day or answer within 5 days more than 3 times in any reporting period. • Any data security breach (as specified in contract) resulting in exposure of customer/client or back-end event information. • Any breach of confidentiality resulting from contractual discussions/meetings in which sensitive information is disclosed.
25.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
26.	Liability	[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.
27.	Cyber Essentials Certification	<ul style="list-style-type: none"> • Cyber Essentials Scheme Plus Certificate (or equivalent). ISO27001 has been agreed as equivalent in this instance.
28.	Progress Meetings and Progress Reports	<ul style="list-style-type: none"> • Details in Schedule 2 Specification
29.	Guarantee	Not applicable
30.	Virtual Library	Not applicable
31.	Supplier Contract Manager	

OFFICIAL-SENSITIVE: COMMERCIAL

Award Form
Crown Copyright 2022

32.	Supplier Authorised Representative	<div></div> <div></div> <div></div> <div></div>
33.	Supplier Compliance Officer	<div></div> <div></div> <div></div> <div></div>
34.	Supplier Data Protection Officer	<div></div> <div></div> <div></div> <div></div>
35.	Supplier Marketing Contact	<div></div> <div></div> <div></div> <div></div>
36.	Key Subcontractors	Key Subcontractor 1 Name (Registered name if registered): <i>Amazon Web Services</i> <div></div> <div></div>
37.	Buyer Authorised Representative	<div></div> <div></div> <div></div> <div></div>

For and on behalf of the Supplier:

For and on behalf of the Buyer:

OFFICIAL-SENSITIVE: COMMERCIAL

Award Form
Crown Copyright 2022

Signature:		Signature:	
Name:		Name:	
Role:		Role:	