

Award Form

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

1.	Buyer	The Department for Levelling Up, Housing, and Communities (the Buyer). Its offices are on: 2 Marsham Street, London, SW1P 4DF
2.	Supplier	Name: Ove Arup & Partners Limited Address: 8 Fitzroy Street, London, W1T 4BJ Registration number: 1312453
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity was advertised in the Contract Notice in Find A Tender (2023/S 000-026035).
4.	Contract reference	CPD4124263
5.	Deliverables	Provision of a network of experienced delivery experts (Delivery Associates). This network will provide advice, troubleshooting and signposting to Local Authorities (LAs) to the wider support offer available across government. See Schedule 2 (Specification) for further details.
6.	Buyer Cause	Any 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 the Contract and in respect of which the Buyer is liable to the Supplier.
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	27 November 2023
10.	Expiry Date	27 November 2025
11.	Extension Period	<p><u>Further period up to One (1) Year.</u></p> <p>DLUHC reserve the right to extend the service for the Provision of Delivery Associate Support for Local Authorities for One (1) Year via exercisable Option.</p> <p>Extension exercised where the Buyer gives the Supplier no less than 3 Months written notice before the Contract expires.</p>
12.	Ending the Contract without a reason	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.
13.	Incorporated Terms (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> <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 3 (Charges) c. Schedule 5 (Commercially Sensitive Information) d. Schedule 7 (Staff Transfer) e. Schedule 11 (Continuous Improvement) f. Schedule 13 (Contract Management) g. Schedule 16 (Security) h. Schedule 18 (Supply Chain Visibility) i. Schedule 19 (Cyber Essentials Scheme) j. Schedule 21 (Variation Form) k. Schedule 22 (Insurance Requirements)

		<ul style="list-style-type: none"> l. Schedule 25 (Rectification Plan) m. Schedule 26 (Sustainability) n. Schedule 27 (Key Subcontractors) o. Schedule 38 (Travel and Subsistence) <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 aspect of the Tender will take precedence over the documents above.</p>
14.	Special Terms	Not Applicable
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	<i>Not Applicable</i>
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	The contract shall be capped at a total value of £5,166,666.67 (ex VAT) and charges shall be in accordance with the rates set out in Schedule 3 - Charges
21.	Reimbursable expenses	Recoverable as set out in Schedule 3 (Charges)
22.	Payment method	<p>All invoices are to be submitted to: CP2P Team, DLUHC, 4th Floor, High Trees, Hillfield Road, Hemel Hempstead, HP2 4XN.</p> <p>Email address:</p> <p>CLGInvoices@levellingup.gov.uk</p>

23.	Service Levels	In accordance with Schedule 2 - Specification
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 £5 million or 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	<p>All bidders will be required to complete Cyber Security Questionnaire as part of their bid.</p> <p>Prior to the final contract being issued, DLUHC will need to conduct Cyber Security Assurance checks to ensure your company meets the required standards appropriate to the data that will be processed.</p> <p>Details in Schedule 19 (Cyber Essentials Scheme).</p>
27.	Progress Meetings and Progress Reports	In accordance with Schedule 2 - Specification
28.	Guarantee	Not Applicable
29.	Virtual Library	Not Applicable
30.	Supplier Contract Manager	[REDACTED]
31.	Supplier Authorised Representative	[REDACTED]
32.	Supplier Data Protection Officer	[REDACTED]

33.	Key Subcontractors	<p>Key Subcontractor 1</p> <p>Name (Registered name if registered): Deloitte LLP</p> <p>Registration number (if registered): OC303675</p> <p>Role of Subcontractor: Project and programme management, Delivery Associate support, Land, Housing and Regeneration advice, Finance & Cost Management advice</p> <p>Key Subcontractor 2</p> <p>Name (Registered name if registered): DWF GROUP PLC</p> <p>Registration number (if registered): 11561594</p> <p>Role of Subcontractor: Legal advice including subsidy control, if required</p> <p>Key Subcontractor 3</p> <p>Name (Registered name if registered): Oaggrove LTD</p> <p>Registration number (if registered): 12313466</p> <p>Role of Subcontractor: Delivery Associate support</p>
34.	Buyer Authorised Representative	[REDACTED]

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	Arup UKIMEA Cities Leader	Role:	Deputy Director - Commercial
Date:	27 November 2023	Date:	30 th November 2023

Schedule 2 – Specification
[ATTACHED]

Schedule 3 – Charges
[REDACTED]

Schedule 4 – Tender
[REDACTED]