# 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.

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|  | **Buyer** | The Insolvency Service  Its offices are on 16th Floor, 1 Westfield Avenue, Stratford, London E20 1HZ |
|  | **Supplier** | |  |  | | --- | --- | | Name: | **Gowling WLG (UK) LLP** | | Address: | **4 More London Riverside, London SE1 2AU** | | Registration number: | **OC304378** | | SID4GOV ID: | **N/A** | |
|  | **Contract** | This Contract between the Buyer and the Supplier is for the supply of Deliverables, being the provision of outsourced administrative support for the processing of vesting pension assets in bankruptcy cases - see Schedule 2 (Specification) for full details.  This opportunity is advertised in this Contract Notice in Find A Tender, reference [TBC] (FTS Contract Notice). |
|  | **Contract reference** | **TIS0678** |
|  | **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. |
|  | **Collaborative working principles** | The Collaborative Working Principles apply to this Contract.  See Clause 3.1.3 for further details. |
|  | **Financial Transparency Objectives** | The Financial Transparency Objectives do not apply to this Contract.  See Clause 6.3 for further details. |
|  | **Start Date** | 02/05/2024 |
|  | **Expiry Date** | 01/05/2027 |
|  | **Extension Period** | Two further optional periods of 12 months each, subject to Buyer giving minimum of 3 Months' written notice before each expiry date. |
|  | **Ending this Contract without a reason** | The Buyer shall be able to terminate this Contract in accordance with Clause 14.3 |
|  | **Incorporated Terms**  (together these documents form the **"this Contract"**) | 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:   1. This Award Form 2. Any Special Terms (see **Section 14 (Special Terms)** in this Award Form) 3. Core Terms 4. Schedule 1 (Definitions) 5. Schedule 6 (Transparency Reports) 6. Schedule 20 (Processing Data) 7. The following Schedules (in equal order of precedence):    1. Schedule 2 (Specification)    2. Schedule 3 (Charges)    3. Schedule 5 (Commercially Sensitive Information)    4. Schedule 7 (Staff Transfer)    5. Schedule 11 (Continuous Improvement)    6. Schedule 13 (Contract Management)    7. Schedule 14 (Business Continuity and Disaster Recovery)    8. Schedule 16 (Security)    9. Schedule 18 (Supply Chain Visibility)    10. Schedule 19 (Cyber Essentials Scheme)    11. Schedule 21 (Variation Form)    12. Schedule 22 (Insurance Requirements)    13. Schedule 25 (Rectification Plan)    14. Schedule 26 (Sustainability)    15. Schedule 27 (Key Subcontractors)    16. Schedule 29 (Key Supplier Staff)    17. Schedule 30 (Exit Management)    18. Schedule 38 (Additional Documents) 8. 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. |
|  | **Special Terms** | Not Applicable |
|  | **Buyer’s Environmental Policy** | Appended at Schedule 38 |
|  | **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) |
|  | **Buyer’s Security Requirements and Security and ICT Policy** | Security Requirements: as set out in Schedule 16 (Security). |
|  | **Charges** | As per Schedule3 (Charges)  Indexation is not applicable |
|  | **Estimated Year 1 Charges** | £700,000. [REDACTED] |
|  | **Reimbursable expenses** | None |
|  | **Payment method** | Funds paid to the Insolvency Service are net of appropriate fees/commission. Any agreed charges not covered by this contract should be confirmed via a formal quote, upon which a PO will be raised. On receipt of a valid PO, supplier should invoice accordingly and send to [payments@insolvency.gov.uk](mailto:payments@insolvency.gov.uk). Payment will be via BACS.  The Buyer has a No PO (Purchase Order) No PAY (Payment) policy. This can be found at:  [Procurement at The Insolvency Service - The Insolvency Service - GOV.UK (www.gov.uk)](https://www.gov.uk/government/organisations/insolvency-service/about/procurement)  All Invoices must comply with the No PO No Pay Policy to be considered valid and be paid. A valid Supplier Invoice shall include the following:   * Valid Buyer Purchase Order Number. * Buyer Contract Reference Number. * Invoice must accurately map to the line items within the Purchase Order, i.e., Line Descriptions, Number of Units and Unit Price.   The Buyer may make reasonable changes to its invoicing requirements during the Term by providing 30 calendar days written notice to the Supplier.  Please note that Payment Terms, notably lead times for payment of invoices, shall be directly tied to the No PO, No Pay Policy. Those without a valid PO number may be returned to the Supplier. In such cases, the lead time for payment of invoices shall not begin until a valid PO is received. |
|  | **Service Levels** | Not applicable |
|  | **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 £**5 million**.  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 £20 million. |
|  | **Cyber Essentials Certification** | Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme). |
|  | **Progress Meetings and Progress Reports** | * The Supplier shall attend Progress Meetings with the Buyer bi-annually (or other frequency as determined by the Buyer) * The Supplier shall provide the Buyer with Progress Reports every month |
|  | **Guarantor** | Not applicable |
|  | **Virtual Library** | Not applicable |
|  | **Supplier’s**  **Contract**  **Manager** | REDACTED |
|  | **Supplier Authorised Representative** | Not applicable |
|  | **Supplier Compliance Officer** | REDACTED |
|  | **Supplier Data Protection Officer** | REDACTED |
|  | **Supplier Marketing Contact** | Not applicable |
|  | **Key Subcontractors** | Not applicable |
|  | **Buyer Authorised Representative** | REDACTED |

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| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | REDACTED | Signature: | REDACTED |
| Name: | REDACTED | Name: | REDACTED |
| Role: | REDACTED | Role: | REDACTED |
| Date: | 2/5/2024 | Date: | 2/5/2024 |