**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.

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|  | **Buyer** | Driver and Vehicle Standards Agency (DVSA) on behalf of the Secretary of State for Transport  Berkeley House Croydon Street Bristol BS5 0DA |
|  | **Supplier** | |  |  | | --- | --- | | Name: | Scottish Qualifications Authority | | Address: | The Optima Building  58 Roberston Street  Glasgow  G2 8DQ | | Registration number: | N/A | | SID4GOV ID: | XXXXXX redacted under FOIA section No 40 | |
|  | **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 2023/S 000-030127 (FTS Contract Notice). |
|  | **Contract reference** | K280021955 |
|  | **Deliverables** | Dangerous Goods Qualification Services  See Schedule 2 (Specification) for further details. |
|  | **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. |
|  | **Collaborative working principles** | The Collaborative Working Principles do not apply to this Contract. |
|  | **Financial Transparency Objectives** | The Financial Transparency Objectives do not apply to this Contract. |
|  | **Start Date** | 24th June 2024 |
|  | **End Date** | 23rd June 2027 |
|  | **Extension Period** | An option to extend for one (1) year plus an additional one (1) year |
|  | **Ending the Contract without a reason** | The Buyer shall be able to terminate the Contract in accordance with Clause 14.3. |
|  | **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:   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 8 (Implementation Plan and Testing)    6. Schedule 10 (Service Levels)    7. Schedule 11 (Continuous Improvement)    8. Schedule 13 (Contract Management)    9. Schedule 14 (BCDR)    10. Schedule 16 (Security)    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 28 (ICT Services)    17. Schedule 29 (Key Supplier Staff)    18. Schedule 30 (Exit Management)    19. Schedule 36 (Intellectual Property Rights) 8. Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer), in which case that aspect of the Tender will take precedence over the documents above. |
|  | **Special Terms** | Not applicable |
|  | **Sustainability** | The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability). |
|  | **Buyer’s Environmental Policy** | [DVSA sustainability strategy - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/dvsa-sustainability-strategy) |
|  | **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 (Corporate Social Responsibility) |
|  | **Buyer’s Security Policy** | Not applicable |
|  | **Commercially Sensitive Information** | Supplier’s Commercially Sensitive Information**:** Schedule 5 (Commercially Sensitive Information) |
|  | **Charges** | Details in Schedule 3 (Charges) |
|  | **Reimbursable expenses** | None |
|  | **Payment method** | Suppliers must be in possession of a Purchase Order (PO), before commencing any work under this contract. The PO Number for this contract will be issued following contract award. You must quote the aforementioned PO number on all invoices, and these must be submitted directly to:  ssc.accountspayable@ubusinessservices.co.uk  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 Buyer 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:  **ssc.accountspayable@ubusinessservices.co.uk** |
|  | **Service Levels** | Details in Schedule 10 (Service Levels).  Critical Service Level Failure means a failure to meet the Service Level Performance Measure for Service Level Performance Criterion numbers 8, 10, 12 and 16 in Annex A of Part A of Schedule 10 (Service Levels) two times in a 12-month period.  The Service Credit Cap is defined as follows:  In the period from the Commencement Date to the end of the first Contract Year, 25% of the Estimated Year 1 Charges; and during the remainder of the Contract Term, 50% of the Contract Charges payable to the Supplier under this Contract in the period of 12 months immediately preceding the month in respect of which Service Credits are accrued.  The Service Period is one month. |
|  | **Insurance** | Details in Annex of Schedule 22 (Insurance Requirements). |
|  | **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 £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 Cap, being £10 million. |
|  | **Cyber Essentials Certification** | Details in Schedule 2 (Specification) |
|  | **Progress Meetings and Progress Reports** | * During the Implementation Period, the Supplier shall attend Progress Meetings with the Buyer as agreed in the Implementation Plan. * Following Service Commencement, the Supplier shall attend Progress Meetings with the Buyer every month. * During the Implementation Period, the Supplier shall provide the Buyer with Progress Reports as agreed in the Implementation Plan. * Following Service Commencement, the Supplier shall attend Progress Meetings with the Buyer every month. |
|  | **Guarantee** | Not applicable |
|  | **Virtual Library** | Details in Schedule 28 (ICT Services) |
|  | **Supplier**  **Contract**  **Manager** | XXXXXX redacted under FOIA section No 40  Contract Manager  XXXXXX redacted under FOIA section No 40  XXXXXX redacted under FOIA section No 40 |
|  | **Supplier Authorised Representative** | XXXXXX redacted under FOIA section No 40  XXXXXX redacted under FOIA section No 40  XXXXXX redacted under FOIA section No 40 |
|  | **Supplier Compliance Officer** | XXXXXX redacted under FOIA section No 40  Contract Manager  XXXXXX redacted under FOIA section No 40  XXXXXX redacted under FOIA section No 40 |
|  | **Supplier Data Protection Officer** | XXXXXX redacted under FOIA section No 40  XXXXXX redacted under FOIA section No 40  XXXXXX redacted under FOIA section No 40 |
|  | **Supplier Marketing Contact** | XXXXXX redacted under FOIA section No 40  Contract Manager  XXXXXX redacted under FOIA section No 40  XXXXXX redacted under FOIA section No 40 |
|  | **Key Subcontractors** | **Key Subcontractor 1**  Name (Registered name if registered): Quorum Network Limited  Registration number (if registered): 11987551  Role of Subcontractor: Provision of a contract database and digital assessment platform |
|  | **Buyer Authorised Representative** | XXXXXX redacted under FOIA section No 40  Senior Commercial Category Manager  XXXXXX redacted under FOIA section No 40  XXXXXX redacted under FOIA section No 40 |

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| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | XXXXXX redacted under FOIA section No 40 | Signature: | XXXXXX redacted under FOIA section No 40 |
| Name: | XXXXXX redacted under FOIA section No 40 | Name: | XXXXXX redacted under FOIA section No 40 |
| Role: | Director of Corporate Strategy & Business Development | Role: | Head of Category Management – Estates and Professional Services |
| Date: | 14/06/2024 | Date: | 19/06/2024 |

18 June 2020 D2V1