



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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| 1. | Buyer | The Secretary of State for the Department of Levelling Up, Housing and Communities (the Buyer) 2 Marsham Street, London SW1P 4DF |
| 2. | Supplier | Name: <i>KPMG LLP</i> Address: <i>15 Canada Square, London, E14 5GL</i> Registration number: <i>OC301540</i> |
| 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 <i>CF-0003400D4J000000EMd3UAG1</i> (FTS Contract Notice). |

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| 4. | Contract reference | <i>CPD4122138 – Outcome Framework Design for Resilience and Recovery Directorate (RED)</i> |
| 5. | Deliverables | <p>See Schedule 2 (Annex A – Specification) [REDACTED]</p> <p>Notwithstanding any other provision of the Contract, unless required by applicable Law, the Buyer shall not without the Supplier’s prior written consent (not to be unreasonably withheld or delayed):</p> <p>for Supplier Branded Reports</p> <ul style="list-style-type: none"> • disclose any Supplier branded Deliverable to any third party; or • alter any Supplier branded Deliverable; or <p>for Buyer Branded Reports</p> <ul style="list-style-type: none"> • attribute any non-Supplier branded Deliverable to the Supplier; or • make reference to the Supplier’s role in the provision of any non-Supplier branded Deliverable |
| 6. | Buyer Cause | 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. |
| 8. | Financial Transparency Objectives | The Financial Transparency Objectives do not apply to this Contract |
| 9. | Start Date | 24/10/2022 |

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| 10. | Expiry Date | <i>3 months from Contract Start (all deliverables met).</i> |
| 11. | Extension Period | Notice of extension of Contract is required a month prior to Contract end for a maximum period of 3-week extension. |
| 12. | Ending the Contract without a reason | Please see Clause 10 - Terminating the contract without a reason 10.3.1 The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier at least 90 days' notice, and if it is terminated, then Clauses 10.5.2 to 10.5.7 shall apply |

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| <p>13.</p> | <p>Incorporated Terms (together these documents form the "the Contract")</p> | <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) Annex B - Core Terms c) Schedule 1 (Definitions) d) Schedule 20 (Processing Data) – Annex 1 replaced by Schedule 7 Data Protection e) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> a. Annex A – Specification (Schedule 2) b. Annex C – Pricing (Schedule 3) c. Schedule 5 (Commercial Sensitive Information) d. Schedule 19 (Cyber Essentials) e. Schedule 21 (Variation Form) f. Schedule 22 (Insurance Requirements) g. Schedule 25 (Rectification Plan) h. Schedule 26 (Sustainability) f) Schedule 4 (Tender) – see below, 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.</p> | <p>Special Terms</p> | <p>No Personal Data is to be supplied by the Buyer.</p> |
| | | <p>TUPE is not applicable to the Contract.</p> |

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| 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. | Commercially Sensitive Information | <i>Not Applicable</i> |
| 17. | Charges | <p><i>The total value of the Contract is £76,200 (ex VAT)</i> <i>Details in Schedule 3 - Charges (Annex C – Pricing Schedule)</i></p> |
| 18. | Reimbursable expenses | <i>Not Applicable</i> |
| 19. | Payment method | <p>All invoices are to be submitted to: CP2P Team, DLUHC, 4th Floor, High Trees, Hillfield Road, Hemel Hempstead, HP2 4XN. Email address: CLGInvoices@communities.gov.uk</p> |
| 20. | Service Levels | See Annex A – Specification – Section 5 (Service Levels and Performance). |
| 21. | Insurance | Details in Annex of Schedule 22 (Insurance Requirements). |
| 22. | Liability | The Supplier’s total aggregate liability under the Contract (whether in tort including negligence, statutory liability, contract or otherwise) shall be limited to £350,000. |
| 23. | Cyber Essentials Certification | <i>[REDACTED]</i> |

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| 24. | Progress Meetings and Progress Reports | Whilst the work is progressing, the supplier should provide update on progress with a written progress report. This document should be presented on supplier stationary in Section 5 – Deliverables within Annex A – Specification |
| 25. | Guarantee | <i>Not Applicable</i> |
| 26. | Virtual Library | Not Applicable |
| 27. | Supplier Contract Manager | [REDACTED] |
| 28. | Supplier Authorised Representative | [REDACTED] |
| 29. | Supplier Compliance Officer | [REDACTED] |
| 30. | Supplier Data Protection Officer | [REDACTED] |
| 31. | Supplier Marketing Contact | [REDACTED] |

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| 32. | Key Subcontractors | Key Subcontractor 1 Not Applicable |
| 33. | 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: | Partner, KPMG LLP | Role: | Commercial Lead |
| Date: | 20/10/2022 | Date: | 24/10/2022 |