

Award Form- for provision of wildflower seeds and subsequent packaging

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	Department for Education (the Buyer). Its offices are on: 20 Great Smith St, London SW1P 3BT
2.	Supplier	Name: <i>Eden Project Ltd</i> Address: <i>Bodelva, Par, Cornwall PL24 2SG</i> Registration number: <i>03278093</i> SID4GOV ID: <i>N/A</i>
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables as detailed in quote# NWC038
4.	Contract reference	<i>project_8178</i>
5.	Deliverables	<ul style="list-style-type: none"> <i>200,000 packets of Wildflower seeds with subsequent packaging and branding with the associated delivery.</i> 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	Thursday 6 th April 2023.

10.	Expiry Date	Point of delivery and satisfactory fulfilment identified. (I.e satisfied with goods received)
11.	Extension Period	Not applicable
12.	Ending the Contract without a reason	<p>The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.</p> <p>Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 90 days.</p>
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)- Not used. c) Core Terms d) Schedule 1 (Definitions) e) Schedule 6 (Transparency Reports)- Not used. f) Schedule 20 (Processing Data)- Not used. g) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> a. Schedule 2 (Specification) b. Schedule 3 (Charges)- Not used. c. Schedule 5 (Commercially Sensitive Information)- Not used. d. Schedule 21 (Variation Form) e. Schedule 22 (Insurance Requirements)- Not used. f. Schedule 25 (Rectification Plan)- Not used. g. Schedule 26 (Sustainability)- Not used. 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. - Not used.
14.	Special Terms	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).
16.	Buyer's Environmental Policy	<p>How we plan and Manage Sustainable Operations</p> <p>We display our sustainable operations policy statement (PDF, 342KB, 1 page) in our buildings' reception areas and online. To manage our environmental impact, we use an environmental management system (PDF, 96.3KB, 2 pages) which is modelled on ISO14001:2004. All our plans and targets are aligned to the Greening government commitment targets. We also focus on wider and longer-term targets, including from the:</p> <ul style="list-style-type: none"> • Energy Efficiency Directive articles 5 and 6: targets for 2020 • Kyoto Protocol Agreement • Climate Change Act <p>More detail on sustainability is available in the consolidated annual report and accounts.</p> <p>Available online at Our energy use - Department for Education - GOV.UK (www.gov.uk)</p>
17.	Social Value Commitment	Not applicable
18.	Buyer's Security Policy	Not applicable
19.	Commercially Sensitive Information	Not applicable
20.	Charges	Details about charges in Schedule 2- (Specification) and below in 22. Payment method
21.	Reimbursable expenses	None
22.	Payment method	<div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div>

		<p>Purchaser is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Purchaser. Invoices shall not be rendered by the Supplier until completion of delivery of all the Goods which are the subject of the Purchase Order or of the consignment (as appropriate).</p> <p>A valid invoice is one that is: - delivered in timing in accordance with the contract; - that is for the correct sum; - in respect of goods / services supplied or delivered to the required quality (or are expected to be at the required quality); - which quote the relevant purchase order / contract reference (where used) - which has been delivered to the nominated address</p>
23.	Service Levels	Not applicable.
24.	Insurance	Not applicable
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 [REDACTED]</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 [REDACTED]</p>
26.	Cyber Essentials Certification	Not Required
27.	Progress Meetings and Progress Reports	<ul style="list-style-type: none"> The Supplier shall attend Progress Meetings with the Buyer from the point of contract signature as and when required/ deemed by the buyer.
28.	Guarantee	Not applicable
29.	Virtual Library	Not applicable
30.	Supplier Contract Manager	<p>[REDACTED]</p> <p><i>National Wildflower Centre, Projects Manager</i></p> <p>[REDACTED]</p> <p>[REDACTED]</p>

31.	Supplier Authorised Representative	<div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> Development Director, Eden Project <div style="background-color: black; width: 250px; height: 1.2em; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 1.2em;"></div>
32.	Key Subcontractors	Key Subcontractor 1 Name (Registered name if registered): <div style="background-color: black; width: 250px; height: 1.2em; display: inline-block;"></div> <div style="background-color: black; width: 150px; height: 1.2em; margin-bottom: 5px;"></div> Registration number (if registered): N/A Role of Subcontractor: Wildflower seed packet supplier
33.	Buyer Authorised Representative	<div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> Commercial Lead- Category Manager <div style="background-color: black; width: 250px; height: 1.2em; margin-bottom: 5px;"></div>

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<div style="background-color: black; width: 150px; height: 40px;"></div>	Signature:	<div style="background-color: black; width: 150px; height: 40px;"></div>
Name:	<div style="background-color: black; width: 100px; height: 1.2em;"></div>	Name:	<div style="background-color: black; width: 100px; height: 1.2em;"></div>
Role:	Development Manager	Role:	Commercial Lead
Date:	6 th April 2023	Date:	6 th April 2023