



# 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. | <b>Buyer</b>                             | Driver and Vehicle Licensing Agency [DVLA] (the Buyer).<br>Its offices are on:<br><br>Longview Road<br>Morriston<br>Swansea<br>SA6 7JL (the Buyer).   |
| 2. | <b>Supplier</b>                          | Name: Bond Solon Training Ltd<br><br>Address: 10 Whitechapel High Street London E1 8QS<br><br>Registration number: 2271977<br><br>SID4GOV ID:   |
| 3. | <b>Contract</b>                          | This Contract between the Buyer and the Supplier is for the supply of Deliverables.<br><br>This opportunity is advertised in the Contract Notice in Find A Tender, reference [To be confirmed] (FTS Contract Notice).   |
| 4. | <b>Contract reference</b>                | PS/22/84 Provision of Annual Expert Witness   |
| 5. | <b>Deliverables</b>                      | See Schedule 2 (Specification) for further details.   |
| 6. | <b>Buyer Cause</b>                       | Any breach of:<br><br>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. | <b>Collaborative working principles</b>  | The Collaborative Working Principles apply to this Contract.<br>See Clause 3.1.3 for further details.   |
| 8. | <b>Financial Transparency Objectives</b> | The Financial Transparency Objectives [do not] apply to this Contract.<br>See Clause 6.3 for further details.   |

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| 9.  | <b>Start Date</b>   | 1 May 2023  |
| 10. | <b>Expiry Date</b>  | 30 April 2025   |
| 11. | <b>Extension Period</b>   | Option to extend for 1 year   |
| 12. | <b>Ending the Contract without a reason</b>   | The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.   |
| 13. | <b>Incorporated Terms</b> (Attached below)<br><br>(together these documents form the " <b>the Contract</b> ") | <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"> <li>a) This Award Form</li> <li>b) Any Special Terms (see <b>Section 14 (Special Terms)</b> in this Award Form)</li> <li>c) Core Terms</li> <li>d) Schedule 36 (Intellectual Property Rights)</li> <li>e) Schedule 1 (Definitions)</li> <li>f) Schedule 6 (Transparency Reports)</li> <li>g) Schedule 20 (Processing Data)</li> <li>h) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> <li>a. Schedule 2 (Specification)</li> <li>b. Schedule 3 (Charges)</li> <li>c. Schedule 5 (Commercially Sensitive Information)</li> <li>d. Schedule 10 (Service Levels)</li> <li>e. Schedule 21 (Variation Form)</li> <li>f. Schedule 22 (Insurance Requirements)</li> <li>g. Schedule 25 (Rectification Plan)</li> <li>h. Schedule 26 (Sustainability)</li> </ul> </li> <li>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.</li> </ul> |

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| 14. | <b>Special Terms</b>                      | Non Applicable  |
| 15. | <b>Sustainability</b>                     | The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).  |
| 16. | <b>Buyer's Environmental Policy</b>       | DVLA011: corporate environmental policy available online at:<br><a href="https://www.gov.uk/government/publications/dvlas-environmental-policy">https://www.gov.uk/government/publications/dvlas-environmental-policy</a>   |
| 17. | <b>Social Value Commitment</b>            | Not Applicable  |
| 18. | <b>Buyer's Security Policy</b>            | DVLA Security Policy<br><br>DVLA Information Security Policy.pdf   |
| 19. | <b>Commercially Sensitive Information</b> | Not applicable  |
| 20. | <b>Charges</b>                            | Details in Schedule 3 (Charges)   |
| 21. | <b>Reimbursable expenses</b>              | <i>None</i>   |
| 22. | <b>Payment method</b>                     | You must be in possession of a written purchase order/orders (PO), before commencing any work, or supplying any goods, under this contract. The PO/POs for this contract will follow shortly after formal award of the Contract. All invoices submitted to the Department must quote a valid PO number and be submitted in accordance with the Buyer's Invoicing Procedures, embedded below:<br><br>DVLA Invoicing Procedures v2.1.doc |
| 23. | <b>Service Levels</b>                     | Not applicable  |
| 24. | <b>Insurance</b>                          | Details in Annex of Schedule 22 (Insurance Requirements).   |

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| <b>25.</b> | <b>Liability</b>                              | 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 <b>150%</b> of the Estimated Yearly Charges<br><br>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 £1 million. |
| <b>26.</b> | <b>Cyber Essentials Certification</b>         | Not required   |
| <b>27.</b> | <b>Progress Meetings and Progress Reports</b> | Not applicable   |
| <b>28.</b> | <b>Guarantee</b>                              | Not applicable   |
| <b>29.</b> | <b>Virtual Library</b>                        | Not applicable   |
| <b>30.</b> | <b>Supplier Contract Manager</b>              | XXXXXX "redacted under FOIA section [No 40 – Personal Information]   |
| <b>31.</b> | <b>Supplier Authorised Representative</b>     | XXXXXX "redacted under FOIA section [No 40 – Personal Information]   |
| <b>32.</b> | <b>Supplier Compliance Officer</b>            | XXXXXX "redacted under FOIA section [No 40 – Personal Information]   |
| <b>33.</b> | <b>Supplier Data Protection Officer</b>       | XXXXXX "redacted under FOIA section [No 40 – Personal Information]   |
| <b>34.</b> | <b>Supplier Marketing Contact</b>             | XXXXXX "redacted under FOIA section [No 40 – Personal Information]   |

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| 35. | <b>Key Subcontractors</b>              | <b>Key Subcontractor 1</b><br>Name (Registered name if registered): <b>N/A</b><br>Registration number (if registered): <b>N/A</b><br>Role of Subcontractor: <b>N/A</b> |
| 36. | <b>Buyer Authorised Representative</b> | XXXXXX "redacted under FOIA section [No 40 – Personal Information]   |

| For and on behalf of the Supplier: |  | For and on behalf of the Buyer: |  |
|------------------------------------|--|---------------------------------|--|
| Signature:                         |  | Signature:                      |  |
| Name:                              | XXXXXX "redacted under FOIA section [No 40 – Personal Information] | Name:                           | XXXXXX "redacted under FOIA section [No 40 – Personal Information] |
| Role:                              | Director   | Role:                           | Category Specialist  |
| Date:                              | 30.03.23   | Date:                           | 31 March 2023  |

### Incorporated Schedules (Please see Point 13 above)

