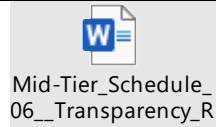


Award Form for Sustainability Leadership and Climate Action Plans- SUPPORT HUB

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: Sanctuary Buildings, London, SW1P 3BT
2.	Supplier	Name: TPXImpact Limited Address: 2 Whitechapel Road, 2nd Floor, The Hickman, London, United Kingdom, E1 1EW Registration number: 06472420 SID4GOV ID: N/A
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 2023/S 000-019379 (FTS Contract Notice).
4.	Contract reference	Con_23620
5.	Deliverables	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 or suppliers (other than the Supplier) 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. This shall include without limitation breach, default, act, omission, negligence or statement from the Buyer's partners or independent evaluator.
7.	Collaborative working principles	The Collaborative Working Principles 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.
9.	Start Date	22nd December 2023
10.	Expiry Date	31 st December 2025
11.	Extension Period	<p>Further two-year period in one year increments up to One + One + year's until a maximum end date of 31st December 2027</p> <p>Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before the Contract expires</p>
12.	Ending the Contract without a reason	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.
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) Core Terms <div data-bbox="683 1245 892 1379" data-label="Image"> <p>Core Terms.docx</p> </div> c) Schedule 36 (Intellectual Property Rights) <div data-bbox="683 1447 892 1581" data-label="Image"> <p>Mid-Tier_Schedule_36__Intellectual_Proj</p> </div> d) Schedule 1 (Definitions) <div data-bbox="683 1704 892 1839" data-label="Image"> <p>Mid-Tier_Schedule_01__Definitions__v1.</p> </div> e) Schedule 6 (Transparency Reports)

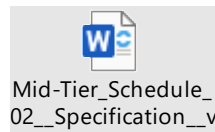


f) Schedule 20 (Processing Data)

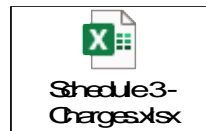


g) The following Schedules (in equal order of precedence):

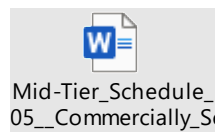
a. Schedule 2 (Specification)



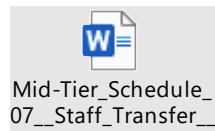
b. Schedule 3 (Charges)



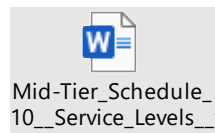
c. Schedule 5 (Commercially Sensitive Information)



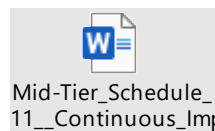
d. Schedule 7 (Staff Transfer)



e. Schedule 10 (Service Levels)



f. Schedule 11 (Continuous Improvement)



g. Schedule 12 (Benchmarking)



Mid-Tier_Schedule_
12__Benchmarking__

h. Schedule 13 (Contract Management)



Mid-Tier_Schedule_
13__Contract_Manag

i. Schedule 14 (Business Continuity and Disaster Recovery)



Mid-Tier_Schedule_
14__Business_Contir

j. Schedule 16 (Security)



Mid-Tier_Schedule_
16__Security__v1.2.d

k. Schedule 19 (Cyber Essentials Scheme)



Mid-Tier_Schedule_1
9__Cyber_Essentials_5

l. Schedule 21 (Variation Form)



Mid-Tier_Schedule_
21__Variation_Form_

m. Schedule 22 (Insurance Requirements)










Mid-Tier_Schedule_
22__Insurance_Req

n. Schedule 25 (Rectification Plan)



Mid-Tier_Schedule_
25__Rectification_Pl

o. Schedule 26 (Sustainability)

		<div data-bbox="778 197 989 324">  Mid-Tier_Schedule_26__Sustainability_ </div> <p>p. Schedule 27 (Key Subcontractors)</p> <div data-bbox="778 394 989 521">  Mid-Tier_Schedule_27__Key_Subcontract </div> <p>q. Schedule 28 (ICT Services)</p> <div data-bbox="778 593 989 721">  Mid-Tier_Schedule_28__ICT_Services__v1 </div> <p>r. Schedule 29 (Key Supplier Staff)</p> <div data-bbox="778 792 989 920">  Mid-Tier_Schedule_29__Key_Supplier_St </div> <p>s. Schedule 30 (Exit Management)</p> <div data-bbox="778 992 989 1120">  Mid-Tier_Schedule_30__Exit_Manageme </div> <p>t. Schedule 32 (Background Checks)</p> <div data-bbox="778 1191 989 1319">  Mid-Tier_Schedule_32__Background_Ch </div> <p>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.</p> <div data-bbox="692 1550 903 1677">  Mid-Tier_Schedule_04__Tender__v1.2.d </div>
14.	Special Terms	None
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	Department for Education Sustainability and Climate Change Strategy, 21 April 2022, available online at here															
17.	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 (Sustainability)															
18.	Buyer's Security Policy	Department for Education Personal Information Charter available online here															
19.	Commercially Sensitive Information	Schedule 5 (Commercially Sensitive Information)]															
20.	Charges	<table border="1"> <thead> <tr> <th>Financial Year</th><th>Payment (estimated)</th><th>Deadline</th></tr> </thead> <tbody> <tr> <td>23/24</td><td></td><td>01/04/24</td></tr> <tr> <td>24/25</td><td></td><td>01/04/25</td></tr> <tr> <td>25/26</td><td></td><td>31/01/26</td></tr> <tr> <td colspan="3"><i>Total: £2,378,000</i></td></tr> </tbody> </table> <p>Total Project expenditure shall not exceed £2.378,000 exclusive of VAT.</p> <p>Payments will be processed on a monthly basis.</p> <p>The Buyer will agree with the supplier the amount for each monthly payment on the 6th working day of each month.</p> <p>The total of the monthly payments will not exceeding financial year amounts unless approved by the buyer at which point a variation will be raised.</p> <p><i>A breakdown of Supplier's costs can be found in schedule 3 (charges)</i></p> <p>For extension - the maximum value for two 1-year extensions up until 31st December 2027 will be £1,402,000 exclusive of VAT.</p>	Financial Year	Payment (estimated)	Deadline	23/24		01/04/24	24/25		01/04/25	25/26		31/01/26	<i>Total: £2,378,000</i>		
Financial Year	Payment (estimated)	Deadline															
23/24		01/04/24															
24/25		01/04/25															
25/26		31/01/26															
<i>Total: £2,378,000</i>																	

21.	Reimbursable expenses	None
22.	Payment method	<p>PAYMENT METHOD</p> <p>Invoices must be submitted in pdf format, state the Purchase Order number (provided separately to this form), and sent via email to AccountsPayable.OCR@education.gov.uk</p>
23.	Service Levels	<p>Service Levels to be agreed just prior to the launch of the Digital Support Hub (24/05/24) along with the KPIs as per the Milestone Plan.</p> <p>Service Credits will accrue in accordance with Schedule 10 (Service Levels), once agreed.</p> <p>The Service Credit Cap is: <i>to be confirmed, as noted above</i></p> <p>The Service Period is <i>24 months</i></p> <p>A Critical Service Level Failure is: <i>to be confirmed, as noted above</i></p>
24.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
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 £2.4 million.</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 £10 million.</p>
26.	Cyber Essentials Certification	<ul style="list-style-type: none"> • Cyber Essentials Scheme [Plus] Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)]
27.	Progress Meetings and Progress Reports	<ul style="list-style-type: none"> • The Supplier shall attend Progress Meetings with the Buyer every month. • The Supplier shall attend Checkpoint Meetings every week. • The Supplier shall provide the Buyer with Progress Reports every month.
28.	Guarantee	Not applicable
29.	Virtual Library	In accordance with Paragraph 2.2. of Schedule 30 (Exit Management)

		<ul style="list-style-type: none"> the period in which the Supplier must create and maintain the Virtual Library, is from Go-Live of the Digital Support Hub until contract expires; and the Supplier shall update the Virtual Library when new, relevant material is developed and vetted.
30.	Supplier Contract Manager	<div>██████████</div> <p>Senior Partner</p> <div>██████████</div>
31.	Supplier Authorised Representative	<div>██████████</div> <p>Managing Partner – Central Government</p> <div>██████████</div>
32.	Supplier Compliance Officer	<div>██████████</div> <p>Director, Systems & Data</p> <div>██████████</div>
33.	Supplier Data Protection Officer	<div>██████████</div> <p>Head of Contracts</p> <div>██████████</div>
34.	Supplier Marketing Contact	N/A
35.	Key Subcontractors	<p>Key Subcontractor 1</p> <p><i>Blue Marble Environmental Partnerships Limited</i></p> <p>Registration number (if registered): <i>11925674</i></p> <p>Role of Subcontractor: <i>Environmental Consultant</i></p>
36.	Buyer Authorised Representative	<div>██████████</div> <p>Delivery Lead for Climate Action Planning and Sustainability Leadership</p> <div>██████████</div> <div>██████████</div>

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	Oliver Allbones
Role:		Role:	
Date:		Date:	