

# **Award Form Digital Jury Bundles for the CPS PR2021 007**

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.	<b>Buyer</b>	Crown Prosecution Services (CPS) (the Buyer).  Its offices are on: 102 Petty France, London SW1H 9EA
2.	<b>Supplier</b>	Name: Accenture UK Limited  Address: 30 Fenchurch Street London EC3M 3BD  Registration 4757301  [REDACTED] [REDACTED] [REDACTED]
3.	<b>Contract</b>	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 2021/S 000-024839 (FTS Contract Notice).
4.	<b>Contract reference</b>	<b>2021 007</b>
5.	<b>Deliverables</b>	The supplier contracts to provide the software, hardware and professional services to complete a 'proof of concept' for a Digital Jury Bundles solution.  See Schedule 2 (Specification) for further details.
6.	<b>Buyer Cause</b>	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.	<b>Collaborative working principles</b>	The Collaborative Working Principles do apply to this Contract.  See Clause 3.1.3 for further details.
8.	<b>Financial Transparency Objectives</b>	The Financial Transparency Objectives do not apply to this Contract.  See Clause 6.3 for further details.
9.	<b>Start Date</b>	20/02/2023

10.	<b>Expiry Date</b>	20/12/2023
11.	<b>Extension Period</b>	Not applicable
12.	<b>Ending the Contract without a reason</b>	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3. Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be [60 days]
13.	<b>Incorporated Terms</b> (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"> <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) <del>Schedule 31 (Buyer Specific Terms)</del> [NOT USED]</li> <li>d) Core Terms</li> <li>e) Schedule 36 (Intellectual Property Rights)</li> <li>f) Schedule 1 (Definitions)</li> <li>g) Schedule 6 (Transparency Reports) [NOT APPLICABLE]</li> <li>h) Schedule 20 (Processing Data)</li> <li>i) 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 7 (Staff Transfer) [NOT APPLICABLE]</li> <li>e. Schedule 8 (Implementation Plan &amp; Testing)</li> <li>f. Schedule 9 (Installation Works) [NOT APPLICABLE]</li> <li>g. Schedule 10 (Service Levels) [NOT APPLICABLE]</li> <li>h. Schedule 11 (Continuous Improvement) [NOT APPLICABLE]</li> <li>i. Schedule 12 (Benchmarking) [NOT APPLICABLE]</li> <li>j. Schedule 13 (Contract Management)</li> <li>k. Schedule 14 (Business Continuity and Disaster Recovery) [NOT APPLICABLE]</li> <li>l. <del>Schedule 15 (Minimum Standards of Reliability)</del> [NOT USED]</li> </ul> </li> </ul>

		<p>m. Schedule 16 (Security)</p> <p>n. <del>Schedule 17 (Service Recipients)</del> [NOT USED]</p> <p>o. Schedule 18 (Supply Chain Visibility)</p> <p>p. Schedule 19 (Cyber Essentials Scheme)</p> <p>q. Schedule 21 (Variation Form)</p> <p>r. Schedule 22 (Insurance Requirements)</p> <p>s. <del>Schedule 23 (Guarantee)</del> [NOT USED]</p> <p>t. Schedule 24 (Financial Difficulties) [NOT APPLICABLE]</p> <p>u. <del>Schedule 25 (Rectification Plan)</del> [NOT USED]</p> <p>v. Schedule 26 (Sustainability) [NOT APPLICABLE]</p> <p>w. Schedule 27 (Key Subcontractors)</p> <p>x. Schedule 28 (ICT Services)</p> <p>y. Schedule 28A (Agile Development Additional Terms) [NOT APPLICABLE]</p> <p>z. Schedule 29 (Key Supplier Staff)</p> <p>aa. Schedule 30 (Exit Management)</p> <p>bb. Schedule 32 (Background Checks)</p> <p>cc. <del>Schedule 33 (Scottish Law)</del> [NOT USED]</p> <p>dd. <del>Schedule 34 (Northern Ireland Law)</del> [NOT USED]</p> <p>ee. Schedule 35 (Lease Terms) [NOT APPLICABLE]</p> <p>ff. Schedule 37 (Corporate Resolution Planning Information) [NOT APPLICABLE]</p> <p>j) 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>
14.	<b>Special Terms</b>	<p>Please refer to the Accenture Resale Terms and Conditions appended to this document (Appendix 2). Clause 3.2 of the core terms do not apply to any devices being resold under the Accenture resale terms and conditions.</p> <p>Notwithstanding the contents of Schedule 36, for the avoidance of doubt, it is herein clarified that any Supplier Existing IPR or any Third-Party Existing IPR (including that of any sub-contractor of the Supplier) provided by the Supplier for the Services, including any Software, SaaS or such other products, and any enhancements and</p>

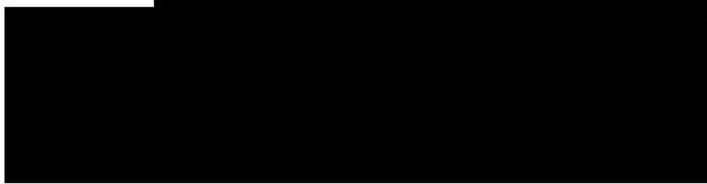
		modifications thereto, shall not constitute New IPR and Supplier or the applicable Third Party shall retain ownership thereof.
		Each party is only responsible for compliances with law which relate to its business and maintain any necessary licenses and consents accordingly.
		<p>The buyer acknowledges that the software provided under this agreement is provided pursuant to a 'Software as a Service (SaaS) arrangement. This means the product does not have maintenance windows as suggested in s.8 of Schedule 28 (ICT Services) and is subject to continuous improvement. This means the buyer will not necessarily be consulted for approval prior to a software release.</p> <p>Similarly, section 7 'ICT audit' is not applicable to this agreement as the solution is ISO27001 certified.</p> <p>The COTS Software as a Service is provided by Third Party Supplier only on the terms as specified in section 10 of Schedule 28.</p> <p>Supplier undertakes no liability or provides any warranties in relation to the aforesaid Third Party Software and its functionality.</p>
15.	<b>Sustainability</b>	Schedule 26 (Sustainability) does not apply to this Contract.
16.	<b>Buyer's Environmental Policy</b>	<b><i>See Appendix 1</i></b>
17.	<b>Social Value Commitment</b>	<p>Schedule 26 (Sustainability) does not apply to this Contract. See Schedule 26 (Sustainability). The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) This includes the appointment of a Health &amp; Wellbeing Champion who will be responsible for organising the Health &amp; Wellbeing Action Plan detailed on Page 5 of Q06SV: Social Value within the Schedule 4 (Tender) Response.</p> <p><b>The supplier's Social Value Response is attached in Annex 3.</b></p>
18.	<b>Buyer's Security Policy</b>	<b>See</b> Schedule 16 (Security) [Short Form Applies]
19.	<b>Commercially Sensitive Information</b>	Supplier's Commercially Sensitive Information <b>is detailed in</b> Schedule 5 (Commercially Sensitive Information)]

20.	<b>Charges</b>	<p><b><i>The total cost of the contract is £487,225.00</i></b></p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>The PAYMENT TERMS</p> <p>The Customer shall make payment to the Supplier within thirty (30) calendar days of receipt of a valid invoice by the Customer at its nominated address for invoices.</p> <p>The Supplier shall set out the Customer address shown below in the table in each invoice. The Supplier shall send each invoice to the address shown below in the table below for processing.</p> <p>Addresses for invoices</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
21.	<b>Reimbursable expenses</b>	Recoverable as set out in Schedule 3 (Charges)
22.	<b>Payment method</b>	<p><b>This contract is a Fixed Price Milestone based engagement with payment due 30 days from the date the invoice is issued. Payment is to be made by bank transfer per payment instructions detailed on the invoice.</b></p>
23.	<b>Service Levels</b>	<p>Schedule 10 'Service Levels' applicable to this engagement. =</p> <p>The Service Credit Cap is: <i>N/A</i></p> <p>The Service Period is <i>10 months</i></p> <p>A Critical Service Level Failure is: <b><i>N/A</i></b></p>

24.	<b>Insurance</b>	Details in Annex of Schedule 22 (Insurance Requirements).
25.	<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 the greater of <b>£2 million</b> or <b>150%</b> of the Estimated Yearly Charges. 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 <b>£2 million</b> .
26.	<b>Cyber Essentials Certification</b>	Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)
27.	<b>Progress Meetings and Progress Reports</b>	<ul style="list-style-type: none"> <li>• The Supplier shall attend Progress Meetings with the Buyer every month</li> <li>• The Supplier shall provide the Buyer with Progress Reports every month</li> </ul>
28.	<b>Guarantee</b>	N/A
29.	<b>Virtual Library</b>	N/A
30.	<b>Supplier Contract Manager</b>	<div>██████████</div> <div>██████████████████</div> <div>██</div> <div>██████████</div>
31.	<b>Supplier Authorised Representative</b>	<div>██████████</div> <div>██████████████████</div> <div>██</div> <div>██████████</div>
32.	<b>Supplier Compliance Officer</b> [Not applicable]	<i>[Insert name]</i> <i>[Insert job title]</i> <i>[Insert email address]</i> <i>[Insert phone number]</i>
33.	<b>Supplier Data Protection Representative</b>	<div>██████████</div> <div>██████████████████</div> <div>██</div> <div>██████████</div>

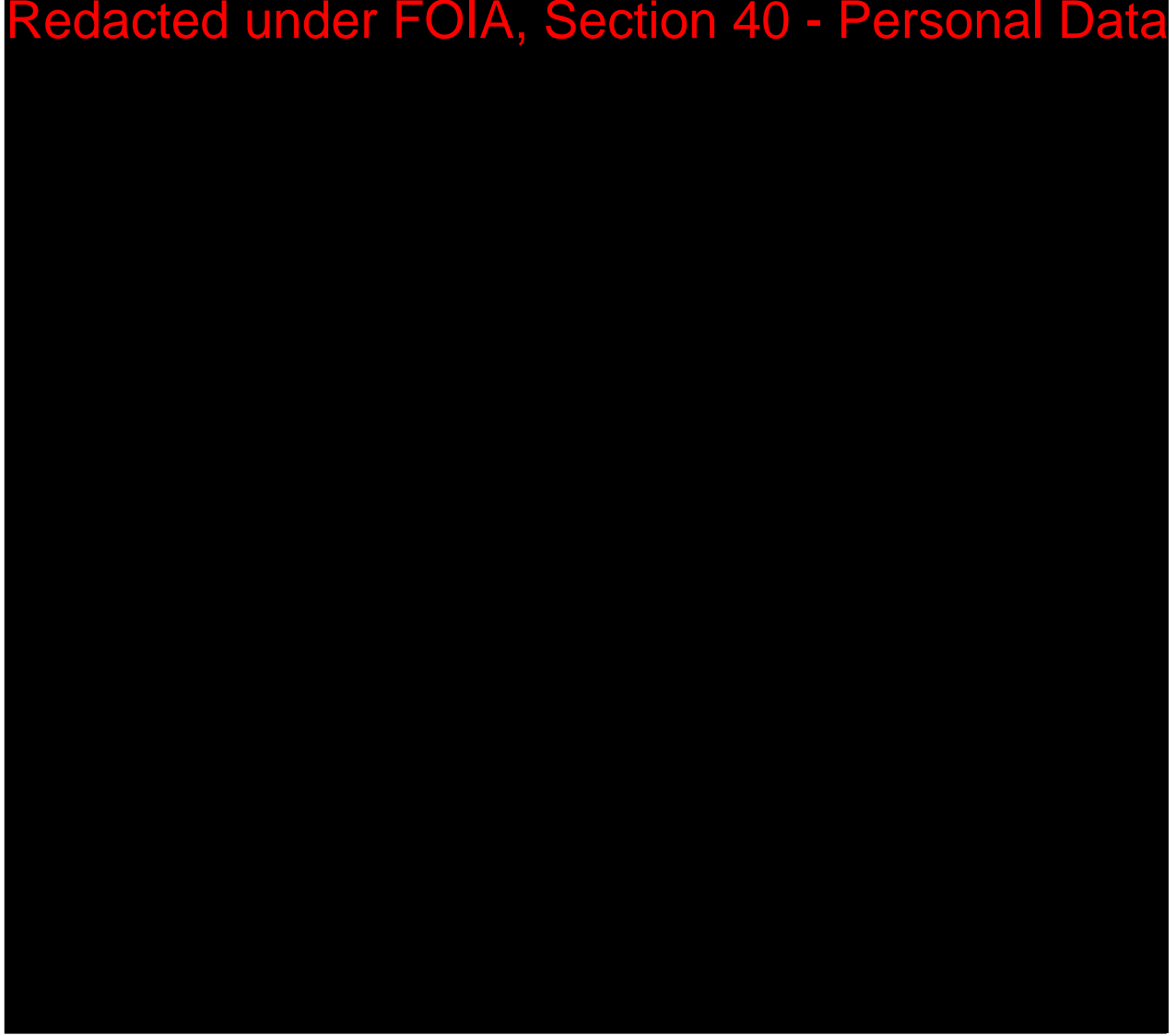
34.	Supplier Marketing Contact Not applicable	<p><i>[Insert name]</i></p> <p><i>[Insert job title]</i></p> <p><i>[Insert email address]</i></p> <p><i>[Insert phone number]</i></p>
35.	Key Subcontractors	<p><b>Key Subcontractor 1</b></p> <p>Name (Registered name if registered): Thomson Reuters (Professional) UK Limited</p> <p>Registration number (if registered): 01679046</p> <p>Role of Subcontractor: <i><b>Provision of software and related services.</b></i></p>
36.	Buyer Authorised Representative	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
37.	Buyer Commercial Representative	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
[REDACTED]			
Date:	20/02/2023	Date:	21/02/2023



*Appendix 3: Supplier Social Value Response*

Redacted under FOIA, Section 40 - Personal Data



Redacted under FOIA, Section 40 - Personal Data



