

Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1. Buyer	<p>Government Digital Service (GDS), Cabinet Office (the Buyer).</p> <p>Buyer's main address : Cabinet Office, 1 Horse Guards Road, London, SW1A 2HQ.</p> <p>GDS : The White Chapel Building, 10 Whitechapel High Street, London, E1 8QS</p>
2. Supplier	<p>Name: [Insert name (registered name if registered)]</p> <p>Address: [Insert address registered address if registered]</p> <p>Registration number: [Insert registration number if registered]</p>
3. Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables, being [Insert general description of the Deliverables] - see Schedule 2 (Specification) for full details.</p> <p>This opportunity is advertised in this Contract Notice in Find A Tender, reference [Insert reference number] (FTS Contract Notice).</p>
4. Contract reference	WP2229
5. Buyer Cause	<p>Any material 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 this Contract and in respect of which the Buyer is liable to the Supplier.</p>
6. Collaborative working principles	<p>The Collaborative Working Principles do not apply to this Contract.</p> <p>See Clause 3.1.3 for further details.</p>

7.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract. See Clause 6.3 for further details.
8.	Start Date	January 2025
9.	Expiry Date	January 2026
10.	Extension Period	<p>Two separate options to extend the contract by a period of up to 12 months</p> <p>Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before this Contract expires</p>
11.	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.
12.	Incorporated Terms (together these documents form the " this Contract ")	<p>The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any 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) (c) Core Terms (d) Schedule 36 (Intellectual Property Rights) (e) Schedule 1 (Definitions) (f) Schedule 6 (Transparency Reports) (g) Schedule 20 (Processing Data) (h) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> (i) Schedule 2 (Specification) (ii) Schedule 3 (Charges) (iii) Schedule 5 (Commercially Sensitive Information) (iv) Schedule 7 (Staff Transfer) (v) Schedule 8 (Implementation Plan & Testing) (vi) Schedule 10 (Service Levels) (vii) Schedule 11 (Continuous Improvement) (viii) Schedule 13 (Contract Management) (ix) Schedule 14 (Business Continuity and Disaster Recovery) (x) Schedule 16 (Security)

		<p>(xi) Schedule 19 (Cyber Essentials Scheme)</p> <p>(xii) Schedule 21 (Variation Form)</p> <p>(xiii) Schedule 22 (Insurance Requirements)</p> <p>(xiv) Schedule 23 (Guarantee)</p> <p>(xv) Schedule 25 (Rectification Plan)</p> <p>(xvi) Schedule 26 (Sustainability)</p> <p>(xvii) Schedule 27 (Key Subcontractors)</p> <p>(xviii) Schedule 28 (ICT Services)</p> <p>(xix) Schedule 29 (Key Supplier Staff)</p> <p>(xx) Schedule 30 (Exit Management)</p> <p>(b) 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 part of the Tender will take precedence over the documents above.</p>
13.	Special Terms	N/A
14.	Buyer's Environmental Policy	Can be provided on request
15.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and provide the Social Value Reports as set out in Schedule 26 (Sustainability)
16.	Buyer's Security Requirements and Security and ICT Policy	<p>Security Requirements: as set out in Schedule 16 (Security).</p> <p>Security Policy: Not Used</p> <p>ICT Policy: Not Used</p>
17.	Charges	<p>[Insert Estimated Year Charges]</p> <p>Subject to further approval the Call-Off Contract can be uplifted to £500,000 (excluding VAT).</p> <p>There is no guarantee to the supplier of volume and volumes may flex up or down to complete the requirements.</p> <p>Details of charges are within Schedule 3 (Charges)</p> <p>Indexation is not applicable as detailed in Schedule 3 (Charges)</p>

18.	Estimated Year 1 Charges	[Insert Estimated Year 1 Charges]
19.	Reimbursable expenses	None
20.	Payment method	[Insert payment method(s) and necessary details]
21.	Service Levels	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels)</p> <p>The Service Credit Cap is: 10% of each Service Period</p> <p>The Service Period is 1 Month</p> <p>A Critical Service Level Failure is: as detailed in Schedule 10 (Service Levels)</p>
22.	Liability	<p>The annual total liability of either Party for all Property defaults will not exceed £1,000,000.</p> <p>The annual total liability for Buyer Data defaults will not exceed £1,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other defaults will not exceed the greater of £1,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</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>
23.	Cyber Essentials Certification	Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)]
24.	Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer every quarter</p> <p>The Supplier shall provide the Buyer with Progress Reports every quarter</p>
25.	Guarantor	<p>[Insert] Not applicable</p> <p>or insert The Supplier's performance will be guaranteed by [Insert name of Guarantor] and has entered into a guarantee using the form in Schedule 23 (Guarantee)]</p>

26.	Virtual Library	<p>In accordance with Paragraph 2.2. of Schedule 30 (Exit Management)</p> <ul style="list-style-type: none"> the period in which the Supplier must create and maintain the Virtual Library, is as set out in that Paragraph; and the Supplier shall update the Virtual Library every year.
27.	Supplier's Contract Manager	<p>[Insert name] [Insert job title] [Insert email address] [Insert phone number]</p>
28.	Supplier Authorised Representative	<p>[Insert name] [Insert job title] [Insert email address] [Insert phone number]</p>
29.	Supplier Compliance Officer	<p>[Insert name] [Insert job title] [Insert email address] [Insert phone number]</p>
30.	Supplier Data Protection Officer	<p>[Insert name] [Insert job title] [Insert email address] [Insert phone number]</p>
31.	Supplier Marketing Contact	<p>[Insert name] [Insert job title] [Insert email address] [Insert phone number]</p>
32.	Key Subcontractors	<p>Key Subcontractor 1 Name (Registered name if registered): [insert name] Registration number (if registered): [insert number] Role of Subcontractor: [insert role] <i>[Guidance: copy above lines as needed]</i></p>

33.	Buyer Authorised Representative	[Insert name] [Insert job title] [Insert email address] [Insert phone number]
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Supplier Sign Here

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