

Award Form
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AWARD FORM

The Fosterline Service

Project 7478

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	<p>Department for Education (the Buyer).</p> <p>Its offices are on: Sanctuary Buildings, Great Smith Street, London, SW1P 3BT</p>
2.	Supplier	<p>Name: The Fostering Network</p> <p>Address: [REDACTED]</p> <p>Registration number: [REDACTED] (Company)/ [REDACTED] (Charity)</p> <p>SID4GOV ID: N/A</p>
3.	Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>This opportunity is advertised in the Contract Notice in Find A Tender, reference 2023/S 000-007640 and 2023/S 000-006041 (FTS Contract Notice).</p>

4.	Contract reference	con_21081
5.	Deliverables	<p>Fosterline is a free, independent national advice service that offers support for both current and prospective foster carers. It has been in place since 2006, funded by the Department of Education. The services aim to support foster families to stay together during times of crisis, reducing placement breakdown, and avoiding costs associated with this. This service will work in conjunction with these campaigns to help support the recruitment and retention of foster carers. The Fosterline Service platforms will include a helpline, webchat function and website.</p> <p>This service will deliver the following benefits –</p> <ul style="list-style-type: none"> • Improved retention • Improved recruitment • Improved experience for existing foster carers • Aid with stronger policy making decisions. <p>See Schedule 2 (Specification) for further details.</p>
6.	Buyer Cause	<p>Any breach of:</p> <p>The Buyer shall have no obligation to perform any obligations placed on it in Schedule 2 (Specification) or Schedule 4 (Tender) unless they are specifically identified above.</p>
7.	Collaborative working principles	<p>The Collaborative Working Principles apply to this Contract.</p> <p>See Clause 3.1.3 for further details.</p>
8.	Financial Transparency Objectives	<p>The Financial Transparency Objectives apply to this Contract.</p> <p>See Clause 6.3 for further details.</p>
9.	Start Date	1st October 2023
10.	Expiry Date	30th September 2025

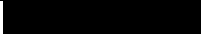
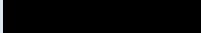
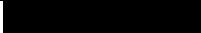
11.	Extension Period	<p>Further period up to 1 Year</p> <p>Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before the Contract expires Subject to department approvals</p>
12.	Ending the Contract without a reason	<p>The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.</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) 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"> a. Schedule 2 (Specification) b. Schedule 3 (Charges) c. Schedule 5 (Commercially Sensitive Information) d. Schedule 7 (Staff Transfer) e. Schedule 8 (Implementation Plan & Testing) f. Schedule 11 (Continuous Improvement) g. Schedule 13 (Contract Management) h. Schedule 14 (Business Continuity and Disaster Recovery) i. Schedule 16 (Buyer Specific Security Requirements) j. Schedule 19 (Cyber Essentials Scheme) k. Schedule 21 (Variation Form)

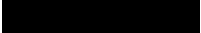
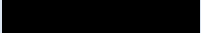
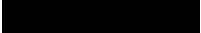
		<ul style="list-style-type: none"> l. Schedule 22 (Insurance Requirements) m. Schedule 23 (Guarantee) n. Schedule 25 (Rectification Plan) o. Schedule 26 (Sustainability) p. Schedule 27 (Key Subcontractors) q. Schedule 29 (Key Supplier Staff) r. Schedule 30 (Exit Management) <p>i) Schedule 4 (Tender), 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.</p>
14.	Special Terms	<p><u>Safeguarding</u></p> <ul style="list-style-type: none"> a. The Supplier agrees to raise concerns immediately where there is a risk to a child's safety or welfare by referring to a local authority's child protection and safeguarding teams (and the police as appropriate). b. The Supplier shall provide a copy of their safeguarding policy and associated processes to the Buyer for approval before commencing work on the Contract. c. The Supplier shall maintain a record of all safeguarding referrals made throughout the duration of the Contract and provide updates to the Buyer in anonymised form as part of the quarterly progress reports.
15.	Sustainability	<p>The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).</p>
16.	Buyer's Environmental Policy	<p>Government Environmental and Sustainability Policy, 2013, available online at : Environmental and sustainability policy - GOV.UK (www.gov.uk)</p>
17.	Social Value Commitment	<p>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)</p>

18.	Buyer's Security Policy	Schedule 16 (Buyer Specific Security Requirements)
19.	Commercially Sensitive Information	Supplier's Commercially Sensitive Information: Schedule 5 (Commercially Sensitive Information)
20.	Charges	<p>Details in Schedule 3 (Charges)</p> <p>Costs from the implementation 'set up' period will be payable in Month 1 once invoice is submitted.</p>
21.	Reimbursable expenses	None
22.	Payment method	<p>Invoices shall be submitted electronically by e-mail on a monthly basis to:</p> <p>██████████</p> <p>and ██████████</p> <p>within 30 days of the end of the relevant invoicing date.</p> <p>The government are 100% committed to paying correctly submitted invoices within 30 days of receipt.</p>
23.	Service Levels	<p>Service Credits not applicable.</p> <p>Details of KPIs and Service Levels included in Schedule 2 – Specification and Schedule 26 - Sustainability</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 the greater of £5 million or 150% of the Estimated Yearly Charges</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	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 quarter/ 3 months. The Supplier shall provide the Buyer with Progress Reports every quarter/ 3 months.
28.	Guarantee	Not applicable
29.	Virtual Library	Not applicable
30.	Supplier Contract Manager	██████████
31.	Supplier Authorised Representative	██████████
32.	Supplier Compliance Officer	██████████
33.	Supplier Data Protection Officer	██████████
34.	Supplier Marketing Contact	██████████
35.	Key Subcontractors	Not applicable
36.	Buyer Authorised Representative	██████████

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Signed by person authorised to sign on behalf of the Secretary of State for Education:	
Signature:	
Name:	
Role:	
Date:	11/7/23

Signed by a person authorised to sign on behalf of The Fostering Network:	
Signature:	
Name:	
Role:	
Date:	11/7/23