[Subject to Contract] Award Form Crown Copyright 2022

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.

1.	Buyer	The Environment Agency (the Buyer).		
		Its offices are on: Horizon House, Deanery Road, Bristol, BS1 5AH		
2.	Supplier	Name:	SOCOTEC UK Limited	
		Address:	SOCOTEC House, Bretby Business Park, Ashby Road, Burton upon Trent, DE15 0YZ	
		Registration number:	GB 864 1248 23	
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables.		
4.	Contract reference	C21609		
5.	Deliverables	See Schedule 2 (Specification) for further details.		
6.	Buyer Cause	Any breach of:		
		Buyer to provide to set out in the Confi	imely input and feedback where necessary and as tract	
		Buyer to provide s unreasonably with	sign off and Approval where necessary (not to be wheld or delayed)	
		placed on it in Schedu	ave no obligation to perform any obligations ule 2 (Specification) or Schedule 4 (Tender) fically identified above.	
7.	Collaborative working	The Collaborative Wo	orking Principles do not apply to this	
	principles	See Clause 3.1.3 for	further details.	
8.	Financial Transparency Objectives	The Financial Transp See Clause 6.3 for fu	arency Objectives apply to this Contract. rther details.	

9.	Start Date	1 st November 2023	
10.	Expiry Date	30 th April 2028	
11.	Extension Period	This contract can be extended for a further two periods of two years each, taking the total contract period to eight years and 6 months. Extension exercised where the Buyer gives the Supplier no less than 3	
		Months' written notice before the Contract expires.	
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	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:	
	documents form	a) This Award Form	
	the "the Contract")	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):	
		a. Schedule 2 (Specification)	
		b. Schedule 3 (Charges)	
		c. Schedule 5 (Commercially Sensitive Information)	
		d. Schedule 10 (Service Levels)	
		e. Schedule 11 (Continuous Improvement)	
		f. Schedule 13 (Contract Management)	
		g. Schedule 14 (Business Continuity and Disaster Recovery)	
		h. Schedule 16 (Security)	
		i. Schedule 17 (Service Recipients)	
		j. Schedule 21 (Variation Form)	
		k. Schedule 22 (Insurance Requirements)	

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		I. Schedule 25 (Rectification Plan)	
		m. Schedule 26 (Sustainability)	
		n. Schedule 27 (Key Subcontractors)	
		o. Schedule 29 (Key Supplier Staff)	
		p. Schedule 30 (Exit Management)	
		 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. 	
14.	Special Terms	Special Terms – N/A	
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	EA 2025 Creating a better Place: sustainability policy and the commitment to reach net zero by 2030.	
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	Schedule 16 (Security)	
19.	Commercially Sensitive Information	Schedule 5 (Commercially Sensitive Information)	
20.	Charges	Schedule 3 (Charges)	
21.	Reimbursable expenses	Recoverable as set out in Schedule 3 (Charges)	
22.	Payment method	For EA SSCL (Environment Agency)	
		PO Box 797	
		Newport	

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		NP10 8FZ		
23.	Service Levels	Service Credits will accrue in accordance with Schedule 10 (Service Levels)		
24.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).		
25.	Liability	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		
		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.		
26.	Cyber Essentials Certification	Not required		
27.	Progress Meetings and Progress Reports	The Supplier shall attend Progress Meetings with the Buyer every quarter, as set out in Schedule 13 Contract Management		
	i rogress Reports	 The Supplier shall provide the Buyer with Progress Reports every quarter, as set out in Schedule 13 Contract Management 		
28.	Guarantee	Not applicable		
29.	Virtual Library	Not applicable		
30.	Supplier			
	Contract			
	Manager			
	3.3			
31.	Supplier Authorised Representative			

32.	Supplier Compliance Officer	
33.	Supplier Data Protection Officer	
34.	Supplier Marketing Contact	
35.	Key Subcontractors	No sub-contractors are used
36.	Buyer Authorised Representative	

