

**Contract**

**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.

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| **1.** | **Buyer** | Government Equalities Office, The Cabinet Office (the Buyer).  Its offices are on:  1 Horse Guards Rd, London W1A 2HQ | | |
| **2.** | **Supplier** | |  |  | | --- | --- | | Name: | **[Supplier Name]** | | Address: | **[Supplier Address]** | | Registration number: | **[Supplier Registration]** | | SID4GOV ID: | **[Supplier SID4GOV ID]** | | | |
| **3.** | **Contract** | This Contract between the Buyer and the Supplier is for the supply of Deliverables. The opportunity is advertised in the Contract Notice in the Find a Tender Service reference 2022/S 000-004083 (FTS Contract Notice). | | |
| **4.** | **Contract**  **reference** |  | N/A | |
| **5.** | **Deliverables** |  | See Contract Schedule 2 (specification) for further details  The Supplier will develop, launch and run, for a period specified by the contract, a helpline and website which will provide initial pastoral support, sign posting, and information, to victims of Conversion Therapy. | |
| **6.** | **Start Date** |  | **TBC** | |
| **7.** | **End Date** |  | **TBC** | |
| **8.** | **Extension Period** |  |  | The duration of the contract is for 24 months with the option to extend for a further 12 months at the discretion of the Authority. |
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| **9.** | **Incorporated**  **Terms**    (together these documents  form the ‘the Contract’) | 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:   1. This Award Form 2. Core Terms (version 1.0) 3. Schedule 1 (Definitions) 4. Schedule 20 (Processing Data) 5. The following Schedules (in equal order of precedence): 6. Schedule 2 (Specification) 7. Schedule 3 (Charges) 8. Schedule 4 (Tender) 9. Schedule 5 (Commercial Sensitive Information) 10. Schedule 6 (Transparency Reports) 11. Schedule 13 (Contract Management) 12. Schedule 14 (Business Continuity and Disaster Recovery) 13. Schedule 16 (Security) 14. Schedule 21 (Variation Form) 15. Schedule 22 (Insurance Requirements) 16. Schedule 23 (Guarantee) 17. Schedule 25 (Rectification Plan) 18. Schedule 26 (Corporate Social Responsibility) | | |
| **10.** | **Special Terms** | i. **Special Term 1:**  1. Within [twenty (20)] Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of key performance indicators will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.  2. The Supplier shall send performance monitoring reports to the Buyer in accordance with the process and timescales agreed pursuant to paragraph 1 of Special Term 1 (the “Performance Monitoring Reports”).    ii. **Special Term 2:**    1. At any time during the Contract, but not more than once every [insert relevant period], the Buyer may submit a request to the Supplier to review the key performance indicators that apply at the time of the meeting (the “KPI Review Meeting”) and whether they effectively measure the Services being delivered  2. At each KPI Review Meeting, the Parties shall enter into good faith discussions to review, consult and agree on any amendments to the key performance indicators and will record any changes in accordance with Schedule 21 (Variation Form) | | |
| **11.** | **Buyer’s Environmental Policy** | N/A | | |
| **12.** | **Buyer’s Security**  **Policy** | Details in Schedule 16 (Security) | | |
| **13.** | **Social Value**  **Commitment** | Details in Schedule 26 (Corporate Social Responsibility) | | |
| **14.** | **Commercially**  **Sensitive**  **Information** | Details in Schedule 5 (Commercial Sensitive Information) | | |
| **15.** | **Charges** | Details in Schedule 3 (Charges) | | |
| **16.** | **Reimbursable**  **Expenses** | Details in Schedule 3 (Charges) | | |
| **17.** | **Payment**  **method** | The Government Procurement Card  See Schedule 1 (Definitions) | | |
| **18.** | **Services Levels** | Service Credits are not applicable to this Contract. KPIs and service levels will be agreed with the winning bidder during the development phase of the Services and subject to the Special Terms set out in this Award Form. For the avoidance of doubt, Schedule 10 of the Mid-Tier Contract does not apply to the Contract. | | |
| **19.** | **Insurance** | Details in Annex of Schedule 22 (Insurance Requirements) | | |
| **20.** | **Liability** | In accordance with Clause 11.1 of the Core Terms 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. | | |
| **21.** | **Cyber Essentials Certification** | Cyber Essentials Scheme Basic Certificate (or equivalent). Details  in Schedule 19 (Cyber Essentials Scheme) | | |
| **22.** | **Process Meetings**  **and**  **Progress Reports** | The Supplier shall attend Progress Meetings with the Buyer every week or as needed, during the development stage, and every month when the service is live, with an option to decrease to quarterly as the service matures.  The Supplier shall provide the Buyer with Progress Reports every week during the development stage, or as determined necessary, and then monthly during the live running of the service. One of the reports must be an annual report to be agreed upon. | | |
| **23.** | **Guarantee** | N/A | | |
| **24.** | **Supplier Contract Manager** | **Redacted under FOIA section 40, Personal Information**  **Redacted under FOIA section 40, Personal Information**  **Redacted under FOIA section 40, Personal Information**  **Redacted under FOIA section 40, Personal Information** | | |
| **25.** | **Supplier Authorised Representative** | **Redacted under FOIA section 40, Personal Information**  **Redacted under FOIA section 40, Personal Information**  **Redacted under FOIA section 40, Personal Information**  **Redacted under FOIA section 40, Personal Information** | | |
| **26** | **Supplier Compliance Officer** | **Redacted under FOIA section 40, Personal Information**  **Redacted under FOIA section 40, Personal Information**  **Redacted under FOIA section 40, Personal Information**  **Redacted under FOIA section 40, Personal Information** | | |
| **27.** | **Supplier Data Protection Officer** | **Redacted under FOIA section 40, Personal Information**  **Redacted under FOIA section 40, Personal Information**  **Redacted under FOIA section 40, Personal Information**  **Redacted under FOIA section 40, Personal Information** | | |
| **28** | **Supplier**  **Marketing**  **Contact** | **Redacted under FOIA section 40, Personal Information**  **Redacted under FOIA section 40, Personal Information**  **Redacted under FOIA section 40, Personal Information**  **Redacted under FOIA section 40, Personal Information** | | |
| **29.** | **Key Subcontractors** | **Key Subcontractor 1**  **N/A** | | |
| **30.** | **Buyer**  **Authorised**  **Representative** | **Redacted under FOIA section 40, Personal Information**  **Redacted under FOIA section 40, Personal Information**  **Redacted under FOIA section 40, Personal Information**  **Redacted under FOIA section 40, Personal Information** | | |

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| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | **Redacted under FOIA section 40** | Signature: | **Redacted under FOIA section 40** |
| Name: | **Redacted under FOIA section 40** | Name: | **Redacted under FOIA section 40** |
| Role: | **Redacted under FOIA section 40** | Role: | **Redacted under FOIA section 40** |
| Date: | **[Date]** | Date: | **[Date]** |