

Award Form

Contract Title:

UK SAF Clearing House: Delivery Partner

Contract Reference: TTDC3003

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>The Department for Transport (DfT)</p> <p>Its offices are at: Great Minster House, 33 Horseferry Road, London, SW1P 4DR</p>
2.	Supplier	<p>Name: University of Sheffield</p> <p>Address: University of Sheffield Innovation District Sheffield Business Park Europa Avenue Sheffield S9 1ZA</p> <p>Registration number: RC000667</p> <p>SID4GOV ID: N/A</p>
3.	Contract	<p>This Contract between the Buyer and the Supplier is for the supply of deliverables for UK SAF Clearing House: Delivery Partner.</p> <p>This opportunity was advertised in the Contract Notice in Find A Tender, reference 2022/S 000-033109 (FTS Contract Notice).</p>

4.	Contract reference	TTDC3003
5.	Deliverables	<p>The Delivery Partner to help set up a UK Sustainable Aviation Fuel (SAF) Clearing House to support and co-ordinate testing and certification of new advanced fuels.</p> <p>See Schedule 2 (Specification) for full details of the Deliverables.</p>
6.	Buyer Cause	<p>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.</p>
7.	Collaborative working principles	<p>The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details.</p>

8.	Financial Transparency Objectives	N/A
9.	Start Date	31 st March 2023
10.	Expiry Date	31 st March 2025
11.	Extension Period	Optional 12 month extension period may apply (subject to requirement and to be agreed by both parties).
12.	Ending the Contract without a reason	<p>The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.</p> <p>Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 90 days.</p> <p>Upon any termination in accordance with Clause 14.3, the Buyer shall follow the obligations as set out in clause 14.6.3.</p>

<p>13.</p>	<p>Incorporated Terms</p>	<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>
	<p>(together these documents form the "the Contract")</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 <hr/> <ul style="list-style-type: none"> d) Schedule 36 (Intellectual Property Rights) <ul style="list-style-type: none"> 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 11 (Continuous Improvement) e. Schedule 13 (Contract Management) f. Schedule 14 (Business Continuity and Disaster Recovery) g. Schedule 16 (Security) h. Schedule 21 (Variation Form)

		<ul style="list-style-type: none"> i. Schedule 22 (Insurance Requirements) j. Schedule 25 (Rectification Plan) k. Schedule 26 (Sustainability) l. Schedule 27 (Key Subcontractors) m. Schedule 28 (ICT Services) n. Schedule 29 (Key Supplier Staff) o. Schedule 30 (Exit Management) <hr/> <ul style="list-style-type: none"> 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. <hr/>
14.	Special Terms	<p>The following Special Terms shall apply:</p> <p>Core Terms</p> <p>Clause 3.1.3 a)</p>
		<p>Proactively mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later"</p> <p>Clause 3.3.1 Late Delivery of the Services could lead to a Default of the Contract"</p> <p>Clause 15.4 and 15.5</p>

		<p>New wording referred to in section 25 “Liability” of this Award Form</p> <p>Clause 19.3</p> <p>The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract subject to the Supplier demonstrating to the Buyer when requested that clause 19.5 has been followed.</p>
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	N/A
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	N/A

19.	Commercially Sensitive Information	Supplier's Commercially Sensitive Information as set out in Schedule 5 (Commercially Sensitive Information)]
20.	Charges	<p>The overall contract value is set at a maximum £700,000 excluding VAT. This figure cannot be exceeded without the prior written permission from the Authority. For clarity, there is no guarantee the maximum contract value will be spent.</p> <p>Estimated first year's charge is £400,000 excluding VAT.</p> <p>For a breakdown of fixed costs relating to the deliverables, and daily rates, please refer to Schedule 3 (Charges)</p>
21.	Reimbursable expenses	None
22.	Payment method	<p>Payment can only be made following satisfactory delivery of pre-agreed milestones and deliverables.</p> <p>Invoices should be submitted monthly.</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed, associated costs and</p>

		<p>must include the PO number that the authority will provide at the start of the contract.</p> <p>Invoices should be submitted to:</p> <p>DFT Shared Services Centre 5 Sandringham Park Swansea SA7 0EA.</p> <p>Or via email: REDACTED</p>
23.	Service Levels	N/A
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 150% of the Estimated Yearly Charges.</p> <p>In accordance with 15.4 the Supplier's total liability limit in each Contract Year for indemnities under Clauses 7.5, 9.3 and 16.3 is no more than £2,000,000 (two million pounds).</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 £1,000,000 (one million pounds).
26.	Cyber Essentials Certification	N/A
27.	Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer every fortnight during the development phase, and every month during the delivery phase.</p> <p>The Supplier shall provide the Buyer with Progress Reports every fortnight during the development phase, and every month during the delivery phase.</p>
28.	Guarantee	N/A

29.	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. • the Supplier shall update the Virtual Library every 6 months.
30.	Supplier Contract Manager	REDACTED
31.	Supplier Authorised Representative	REDACTED
32.	Supplier Data Protection Officer	REDACTED

33.	Supplier Compliance Officer	N/A
34.	Key Subcontractors	<p>Key Subcontractor 1</p> <p>Name (Registered name if registered): Ricardo AEA Ltd Shoreham Technical Centre Shoreham Road Shoreham-by-Sea West Sussex BN43 5FG</p> <p>Registration number (if registered): 08229264</p> <p>Role of Subcontractor: developing and maintaining communication channels and website, support with grants management and administration.</p>
35.	Buyers Contract Manager	REDACTED
36.	Buyer Authorised Representative	REDACTED

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	REDACTED	Role:	REDACTED
Date:	29/03/2023	Date:	29/03/2023

