

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	Environment Agency Horizon House Deanery Road Bristol BS1 5AH
2.	Supplier	Name: [Insert name (registered name if registered)] Address: [Insert address registered address if registered] Registration number: [Insert registration number if registered] SID4GOV ID: [Insert SID4GOV ID if you have one]
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity is advertised in the Contract Notice in Find A Tender, reference [Insert reference number] (FTS Contract Notice).

4.	Contract reference	<i>[Insert Buyer contract reference here, if any]</i>
5.	Deliverables	See Schedule 2 (Specification) for further details.

6.	Buyer Cause	<p>Any breach of:</p> <ul style="list-style-type: none"> • those obligations of the Buyer which are set out in the Contract and the Schedules; • any obligation of the Buyer to use its reasonable endeavours to provide the Supplier with access to appropriate members of the Buyer's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Initial Period and the Extension Period; • any obligation of the Buyer to provide sufficient and suitably qualified staff to fulfil the Buyer's roles and duties which are set out in the Contract and the Schedules; • any obligation of the Buyer to use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Contract provided that such documentation, data and/or information is available to the Buyer and is authorised for release by the Buyer; • any obligation of the Buyer to procure for the Supplier such agreed access and use of the Buyer Premises (as a licensee only) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Contract, such access to be provided during the Buyer's normal working hours on each Working Day or as otherwise agreed by the Buyer (such agreement not to be unreasonably withheld or delayed); • any obligation of the Buyer to use reasonable endeavours to ensure its staff attend training courses provided by the Supplier to timescales agreed with the Supplier; • any obligation of the Buyer to provide the interface specifications to the Buyer's system; • any obligation of the Buyer to provide access to relevant parts of the Buyer's systems to enable the Supplier to conduct Testing, access Buyer Data, and other similar activities; • any obligation of the Buyer to facilitate meetings between any third parties to define mutually acceptable interface formats and IT service management processes; • any obligation of the Buyer to use reasonable endeavours to facilitate the cooperation of the incumbent supplier in relation to delivery of the Implementation Plan; • any obligation of the Buyer to maintain the list of the Buyer's staff who are authorised by the Buyer to access certain parts of the Supplier's system; • any obligation of the Buyer to issue communications to end users that relate to the Implementation Plan; • any obligation of the Buyer to cooperate in the review of Documentation and Deliverables;
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		<ul style="list-style-type: none"> any obligation of the Buyer to use reasonable endeavours to cooperate with any IT service management activities; <p>And 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 do apply to this Contract.</p> <p>See Clause 3.1.3 for further details.</p>
8.	Financial Transparency Objectives	<i>The Financial Transparency Objectives do not apply to this Contract.</i>
9.	Start Date	[Insert Day Month Year]
10.	Expiry Date	5 years from the Start Date.
11.	Extension Period	<p>Further period up to 5 years in 2+2+1 increments.</p> <p>Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before the Contract expires.</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> <p>Upon any termination in accordance with Clause 14.3, the Buyer shall pay to the Supplier the costs that the Supplier has incurred directly as a result of the early termination of the Contract which are unavoidable, reasonable and not capable of recovery as long as the Supplier provides a fully itemised and costed schedule with evidence. The maximum value of this payment is limited to the total costs which would have been paid to the Supplier as part of the Charges if the Contract had not been terminated.</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> <ol style="list-style-type: none"> This Award Form Any Special Terms (see Section 14 (Special Terms) in this Award Form) Core Terms Schedule 36 (Intellectual Property Rights) Schedule 1 (Definitions) Schedule 6 (Transparency Reports) Schedule 20 (Processing Data) The following Schedules (in equal order of precedence): <ol style="list-style-type: none"> Schedule 2 (Specification) Schedule 3 (Charges) Schedule 5 (Commercially Sensitive Information)

		<ul style="list-style-type: none"> d. Schedule 7 (Staff Transfer) e. Schedule 8 (Implementation Plan & Testing) f. Schedule 10 (Service Levels) g. Schedule 11 (Continuous Improvement) h. Schedule 13 (Contract Management) i. Schedule 14 (Business Continuity and Disaster Recovery) j. Schedule 16 (Security) k. Schedule 17 (Service Recipients) l. Schedule 19 (Cyber Essentials Scheme) m. Schedule 21 (Variation Form) n. Schedule 22 (Insurance Requirements) o. Schedule 24 (Financial Difficulties) p. Schedule 25 (Rectification Plan) q. Schedule 26 (Sustainability) r. Schedule 27 (Key Subcontractors) s. Schedule 28 (ICT Services) t. Schedule 29 (Key Supplier Staff) u. 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	Not applicable.
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	Not applicable.
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).
18.	Buyer's Security Policy	As set out in the HMG Security policy framework (https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework).
19.	Commercially Sensitive Information	As set out in Schedule 5 (Commercially Sensitive Information).

20.	Charges	As set out in Schedule 3 (Charges).
21.	Reimbursable expenses	Recoverable as set out in Schedule 3 (Charges).
22.	Payment method	The payment method for this Call-Off Contract is BACS bank transfer, based on the agreed rates as set out in Schedule 3 (Charges).
23.	Service Levels	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels).</p> <p>The Service Credit Cap is no more than 10% of the Estimated Yearly Charges.</p> <p>The Service Period is 1 month.</p> <p>A Critical Service Level Failure is defined as when the Supplier accrues Service Credits which meet or exceed the Service Credit Cap within any given Service Period.</p>
24.	Insurance	As set out in the 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 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 £2,000,000.</p>
26.	Cyber Essentials Certification	Cyber Essentials Scheme Plus Certificate (or equivalent), as set out 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 month. • The Supplier shall provide the Buyer with Progress Reports every month.
28.	Guarantee	Not applicable.
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; and • the Supplier shall update the Virtual Library every month.
30.	Supplier Contract Manager	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p>

31.	Supplier Authorised Representative	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p>
32.	Supplier Compliance Officer	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p>
33.	Supplier Data Protection Officer	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p>
34.	Supplier Marketing Contact	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p>
35.	Key Subcontractors	<p>Key Subcontractor 1</p> <p>Name (Registered name if registered): [insert name]</p> <p>Registration number (if registered): [insert number]</p> <p>Role of Subcontractor: [insert role]</p> <p>[Guidance: copy above lines as needed]</p>
36.	Buyer Authorised Representative	<p>[Insert name]</p> <p>[Insert job title]</p> <p>[Insert email address]</p> <p>[Insert phone number]</p>

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	