

Award Form, Crown Copyright 2023, [Subject to Contract]

Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier’s contact details.

1.	Buyer	The Department for Transport [DfT] (the Buyer). Its offices are on: Great Minster House, 33 Horseferry Road, London, SW1P 4DR
2.	Supplier	Name: The Court of Edinburgh Napier University Address: 10 Colinton Road, EH10 5DT Registration number: SC018373 (Scottish Charity Number)
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables
4.	Contract reference	TFTS1016
5.	Buyer Cause	N/A

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6.	Collaborative working principles	The Collaborative Working Principles do not apply to this Contract.
7.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract.
8.	Start Date	01/02/2024
9.	Expiry Date	31/01/2025
10.	Extension Period	N/A
11.	Ending this Contract	<p>The Buyer shall be able to terminate this 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</p>

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	without a reason	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.
12.	Incorporated Terms	<p>The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any 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) Part A Option 4 (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) Parts C & E e. Schedule 21 (Variation Form) f. Schedule 22 (Insurance Requirements) g. Schedule 25 (Rectification Plan) h. Schedule 26 (Sustainability) Part A (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
	(together these documents form the " this Contract ")	

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		which case that part of the Tender will take precedence over the documents above.
13.	Special Terms	N/A
14.	Buyer's Environmental Policy	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).
15.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and provide the Social Value Reports as set out in Schedule 26 (Sustainability)
16.	Buyer's Security Requirements and Security and ICT Policy	N/A
17.	Charges	Charges outlined at Annex 1


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18.	Estimated Year 1 Charges	£235,613.73 exc vat
19.	Reimbursable expenses	None
20.	Payment method	<p>You must quote the PO number on all invoices, and these must be submitted directly to: <i>Accounts Payable,</i> <i>Shared Services arvato,</i> <i>5 Sandringham Park,</i> <i>Swansea Vale,</i> <i>Swansea</i> <i>SA7 0EA</i></p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable section:</p> <p>ssa.invoice@sharedservicesarvato.co.uk</p>

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21.	Service Levels	Not Applicable
22.	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 100% 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>
23.	Cyber Essentials Certification	Not required
24.	Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer every Weekly</p> <p>The Supplier shall provide the Buyer with Progress Reports every weekly.</p>

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25.	Guarantor	Not applicable
26.	Virtual Library	Not applicable
27.	Supplier's Contract Manager	
28.	Supplier Authorised Representative	N/A
29.	Supplier Compliance Officer	N/A

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30.	Supplier Data Protection Officer	N/A
31.	Supplier Marketing Contact	N/A
32.	Key Subcontractors	As outlined in Supplier's Tender Response (Schedule 4)
33.	Buyer Authorised Representative	<div>██████████</div> <div>████████████████████</div> <div>████████████████████████████████████████</div>

For and on behalf of the Supplier:	For and on behalf of the Buyer
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Signature:		Signature:	
		Name:	
Role:		Role:	
Date:	29-Jan-24	Date:	31/01/2024

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