

Award Form
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Department for
International Trade

UK Pavilion at Expo 2025 Osaka

Contract for the Provision of International Content Design Services (ICDS)

Award Form

Contract Ref: CR_2624

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

Each party agrees to sign this Award Form by electronic signature using DocuSign and agrees that this method of signature is conclusive of their intention to be bound by this Contract as if each party signed by manuscript signature.

1.	Buyer	The Secretary of State for International Trade (the Buyer). Its offices are at: Old Admiralty Building, Admiralty Place, London, SW1A 2DY
2.	Supplier	Name: <i>Immersive Limited</i> Address: <i>The Tanneries, 2nd floor, 55 Bermondsey Street, London, SE1 3XH</i> Registration number: <i>07723438</i>
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: 2022/S 000-031654, URL: https://www.find-tender.service.gov.uk/Notice/031654-2022 (FTS Contract Notice).

4.	Contract reference	Project_1349, CR_2624
5.	Deliverables	<p>The Deliverables under this Contract are split into two (2) packages of work, which comprise:</p> <ul style="list-style-type: none"> - mandatory Work Package A Deliverables; and - optional Work Package B Deliverables that may be refined, priced and delivered under a single or multiple Statement(s) of Work in accordance with Schedule 38 (Work Package (B) Commissioning Process). <p>The Work Package (A) Deliverables consist of the delivery of a concept, proposed content, visitor experience and journey, early conceptual building designs, costs plans and some early audience testing in relation to the UK Pavilion.</p> <p>The Work Package (B) Deliverables (to the extent commissioned) consist of playing a supporting role in ensuring that the concept produced under Work Package (A) is delivered and they include (but are not limited to) supporting the Buyer's other suppliers for architectural design, construction, fit out and operation of the pavilion experience.</p> <p>See Schedule 2 (Specification) for further details.</p>
6.	Buyer Cause	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.
7.	Collaborative working principles	<p>The Collaborative Working Principles apply to this Contract.</p> <p>See Clause 3.1.3 for further details.</p>
8.	Financial Transparency Objectives	<p>The Financial Transparency Objectives apply to this Contract.</p> <p>See Clause 6.3 for further details.</p>
9.	Start Date	28 March 2023
10.	Expiry Date	31 March 2026
11.	Extension Period	<p>The Buyer may extend the Contract on the same terms by as many periods that the Buyer deems (in its sole discretion) to be necessary up to a maximum of six (6) months in aggregate. The total duration of extensions shall not extend the Contract beyond 30 September 2026.</p> <p>Extension exercised where the Buyer gives the Supplier no less than thirty (30) days written notice before the Contract expires</p>
12.	Ending the Contract without a reason	The Buyer shall be able to terminate the Contract and/or any Statement of Work in accordance with Clause 14.3.

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> <ul style="list-style-type: none"> a) Any Statement of Work b) This Award Form c) Any Special Terms (see Section 14 (Special Terms) in this Award Form) d) Core Terms e) Schedule 36 (Intellectual Property Rights) f) Schedule 1 (Definitions) g) Schedule 6 (Transparency Reports) h) Schedule 20 (Processing Data) i) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> i. Schedule 2 (Specification) ii. Schedule 3 (Charges) iii. Schedule 5 (Commercially Sensitive Information) iv. Schedule 7 (Staff Transfer) v. Schedule 10 (Service Levels) vi. Schedule 11 (Continuous Improvement) vii. Schedule 13 (Contract Management) viii. Schedule 14 (Business Continuity and Disaster Recovery) ix. Schedule 16 (Security) x. Schedule 19 (Cyber Essentials Scheme) xi. Schedule 21 (Variation Form) xii. Schedule 22 (Insurance Requirements) xiii. Schedule 25 (Rectification Plan) xiv. Schedule 26 (Sustainability) xv. Schedule 27 (Key Subcontractors) xvi. Schedule 29 (Key Supplier Staff) xvii. Schedule 30 (Exit Management) xviii. Schedule 31 (Travel and Subsistence) xix. Schedule 36 (Intellectual Property Rights) xx. Schedule 38 (Work Package (B) Commissioning Process) j) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the
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		Buyer, in its absolute discretion), in which case that aspect of the Tender will take precedence over the documents above.
14.	Special Terms	<p>Special Term 1 –</p> <p>The Supplier shall deliver the Work Package (A) Deliverables and the Work Package (B) Deliverables in accordance with the terms of this Contract.</p> <p>Special Term 2 –</p> <p>Any Work Package B Deliverables shall be refined, priced and delivered under a single or multiple Statement(s) of Work in accordance with Schedule 38 (Work Package (B) Commissioning Process).</p> <p>The decision to commission any Work Package (B) Deliverables will be at the Buyer's sole discretion.</p>
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), to provide the Social Value Reports as set out in Schedule 26 (Sustainability) and to report on the Social Value KPIs as required by Schedule 10 (Service Levels).
18.	Buyer's Security Policy	See Schedule 16 (Security).
19.	Commercially Sensitive Information	See Supplier's Commercially Sensitive Information: Schedule 5 (Commercially Sensitive Information).
20.	Charges	See Schedule 3 (Charges).
21.	Reimbursable expenses	<p>Reimbursable expenses are not recoverable in relation to the delivery of the Work Package(A) Deliverables .</p> <p>Reimbursable expenses are recoverable in relation to the delivery of the Work Package (B) Deliverables as set out in Paragraph 5 of Schedule 3 (Charges).</p>
22.	Payment method	<p><u>Work Package (A) Deliverables:</u></p> <p>The Work Package (A) Deliverables comprise two costs: (a) People Costs, and (b) Throughput Costs, which are defined in Schedule 03 (Charges), and these will be invoiced as follows:</p> <p>(a) People Costs – the Supplier will invoice the Buyer for the total aggregate People Costs for all Work Package (A) Deliverables set out in the table at paragraph 1.3 of Annex 1 of Schedule 3 (Charges) in equal monthly instalments split across three (3) Months from</p>

		<p>commencement of Services, with the first instalment due on 10/05/2023 and each subsequent instalment due on the 10th day of each subsequent Month. An amount equal to 20% of these total aggregate People Costs will be retained by the Buyer and the Supplier will be permitted to invoice for this retained amount on Delivery of all Work Package (A) Deliverables:</p> <ul style="list-style-type: none"> (i) Total aggregate People Costs for all Work Package (A) Deliverables: £347,125 (excluding VAT) (ii) 20% retention amount: £69,425 (excluding VAT) (iii) Total aggregate People Costs for all Work Package (A) Deliverables minus 20% retention amount: £277,700 (excluding VAT) (iv) Monthly instalment: £92,566.67 (excluding VAT) <p>(b) Throughput Costs – on Delivery of all Work Package (A) Deliverables, the Supplier will invoice the Buyer for the total actual Throughput Costs it has incurred in the supply of all Work Package (A) Deliverables. Any Throughput Costs invoiced must be substantiated with evidence.</p> <p>Work Package (B) Deliverables:</p> <p>The invoicing for any Work Package (B) Deliverables will be as agreed in the Statement of Work for those Work Package (B) Deliverables.</p> <p>General:</p> <p>Valid invoices must be addressed to the Buyer at its registered address and emailed to: <u>[redacted]</u>. A valid invoice as described in Clause 4.5 of the Core Terms.</p> <p>See Schedule 03 (Charges) for further detail on charges, invoicing and payment.</p>
23.	Service Levels	<p>Any Service Levels and Key Performance Indicators are detailed in Schedule 10 (Service Levels).</p> <p>Service Levels and Service Credits will not be applied against Work Package (A) Deliverables. However, reporting against Key Performance Indicators (KPIs) is still expected in relation to the Work Package (A) Deliverables in accordance with Annex A to Part B of Schedule 10 (Service Levels).</p> <p>Service Levels, Service Level Performance Measures, Service Level Thresholds and any Service Credits for Work Package (B) Deliverables will be agreed in Statement(s) of Work. There may be different Service Levels, Service Level Performance Measures, Service Level Thresholds and Service Credits agreed for individual Statements of Work.</p> <p>The Service Credit Cap is: 10% of the overall Contract Value (this applies in aggregate across all Work Package (B) Deliverables Statements of Work).</p> <p>The Service Period for any Work Package (B) Deliverables will be as agreed in a Statement of Work for those Work Package (B) Deliverables.</p> <p>A Critical Service Level Failure for any Work Package (B) Deliverables will be as agreed in a Statement of Work for those Work Package (B) Deliverables.</p>

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		Reporting against Social Value KPIs is expected in relation to the Work Package (A) Deliverables and the Work Package (B) Deliverables in accordance with Annex B to Part B of Schedule 10 (Service Levels).
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 the greater of £1.5million or 125% 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 Cap, being £10 million.</p>
26.	Cyber Essentials Certification	Cyber Essentials Scheme Basic Certificate (or equivalent) is required by no later than one (1) Month after the Start Date. Details in Schedule 19 (Cyber Essentials Scheme)
27.	Progress Meetings and Progress Reports	Please see Schedule 13 (Contract Management).
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 four (4) weeks.
30.	Supplier Contract Manager	[redacted]
31.	Supplier Authorised Representative	[redacted]
32.	Supplier Compliance Officer	[redacted]
33.	Supplier Data Protection Officer	[redacted]

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34.	Supplier Marketing Contact	[redacted]
35.	Subcontractors	<ul style="list-style-type: none"> • Alchemy Project Services Limited • KLH Sustainability Ltd • Magnopus • Natural History Museum • The Royal Society for the Encouragement of Arts, Manufactures and Commerce. <p>Refer to Schedule 27 (Key Subcontractors)</p>
36.	Buyer Authorised Representative	[redacted]

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