



# Award Form

TLOT10151 Full funding of the  
programme management for Live Labs 2



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.	<b>Buyer</b>	<b>REDACTED</b> on behalf of the Secretary of State for Transport  Its offices are: Department for Transport Great Minster House 33 Horseferry Road London SW1P 4DR
2.	<b>Supplier</b>	Name: Association of Directors of Environment, Economy, Planning & Transport (ADEPT)  Address: 10 Queen Street Place, London, EC4R 1BE  Registration number: 14009141  SID4GOV ID: n/a
3.	<b>Contract</b>	This Contract between the Buyer and the Supplier is for the supply of Deliverables for Programme management for Live Labs 2



4.	<b>Contract reference</b>	TLOT10151
5.	<b>Deliverables</b>	The Department for Transport (DfT) is sponsoring the Live Labs 2 competition, to be managed by The Association of Directors of Environment, Economy, Planning and Transport (ADEPT). See Schedule 2 (Specification) for further details.
6.	<b>Buyer Cause</b>	Any breach of:  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.
7.	<b>Collaborative working principles</b>	The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details.
8.	<b>Financial Transparency Objectives</b>	N/A
9.	<b>Start Date</b>	01 July 2023
10.	<b>End Date</b>	01 July 2031
11.	<b>Extension Period</b>	N/A
12.	<b>Ending the Contract without a reason</b>	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.  Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 90 days



13.	<b>Incorporated Terms</b> (together these documents form the " <b>the Contract</b> ")	<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"> <li>a) This Award Form</li> <li>b) Any Special Terms (see <b>Section 14 (Special Terms)</b> in this Award Form)</li> <li>c) Core Terms</li> <li>d) Schedule 36 (Intellectual Property Rights)</li> <li>e) Schedule 1 (Definitions)</li> <li>f) Schedule 6 (Transparency Reports)</li> <li>g) Schedule 20 (Processing Data)</li> <li>h) The following Schedules (in equal order of precedence):             <ul style="list-style-type: none"> <li>a. Statement of Requirements</li> <li>b. Schedule 5 (Commercially Sensitive Information)</li> <li>c. Schedule 21 (Variation Form)</li> <li>d. Schedule 22 (Insurance Requirements)</li> <li>e. Schedule 25 (Rectification Plan)</li> <li>f. Schedule 26 (Sustainability)</li> </ul> </li> <li>i) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer), in which case that aspect of the Tender will take precedence over the documents above.</li> </ul>
14.	<b>Special Terms</b>	N/A



15.	<b>Sustainability</b>	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).
16.	<b>Buyer's Environmental Policy</b>	N/A
17.	<b>Social Value Commitment</b>	N/A – Not relevant for this requirement
18.	<b>Buyer's Security Policy</b>	N/A
19.	<b>Commercially Sensitive Information</b>	N/A
20.	<b>Charges</b>	<p><b>The overall contract value is set at a maximum £1,159,900 excluding VAT. This figure cannot be exceeded without the prior written permission from the Authority.</b></p> <p>For a breakdown of fixed costs relating to the deliverables, and daily rates, please refer to Statement of Requirements</p>
21.	<b>Reimbursable expenses</b>	None
22.	<b>Payment method</b>	<p>Payment can only be made following satisfactory delivery of pre-agreed milestones and deliverables.</p> <p>Suppliers must be in possession of a Purchase Order (PO), before commencing any work under this contract. Invoices must be submitted directly to:</p> <p><b>Accounts Payable, Shared Services Arvato, 5 Sandringham Park, Swansea Vale, Swansea SA7 0EA</b></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</p>



		<p>Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section:</p> <p><b>REDACTED</b></p>
23.	<b>Service Levels</b>	Not applicable
24.	<b>Insurance</b>	Details in Annex of Schedule 22 (Insurance Requirements).
25.	<b>Liability</b>	<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 <b>150%</b> 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>
26.	<b>Cyber Essentials Certification</b>	Not required
27.	<b>Progress Meetings and Progress Reports</b>	<p>The Supplier shall attend Progress Meetings as agreed with contract managers</p> <p>The Supplier shall provide the Buyer with Progress Reports as agreed with contract managers</p>
28.	<b>Guarantee</b>	Not applicable
29.	<b>Virtual Library</b>	Not applicable
30.	<b>Supplier Contract Manager</b>	<p><b>REDACTED</b></p> <p>Chief Executive Officer</p>



		ADEPT – Association of Directors of Environment, Economy, Planning & Transport <b>REDACTED</b> Mobile: <b>REDACTED</b>
31.	<b>Supplier Authorised Representative</b>	<b>REDACTED</b> <b>REDACTED</b> ADEPT – Association of Directors of Environment, Economy, Planning & Transport <b>REDACTED</b> Mobile: <b>REDACTED</b>
32.	<b>Supplier Compliance Officer</b>	N/A
33.	<b>Supplier Data Protection Officer</b>	N/A
34.	<b>Buyers Contract Manager</b>	<b>REDACTED</b> Head of Local Highways Policy Department for Transport <b>REDACTED</b> <b>REDACTED</b>
35.	<b>Key Subcontractors</b>	N/a



36.	<b>Buyer Authorised Representative</b>	<b>REDACTED</b> Commercial Relationship Advisor Department for Transport <b>REDACTED</b>
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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<b>REDACTED</b>	Signature:	<b>REDACTED</b>
Name:	<b>REDACTED</b>	Name:	<b>REDACTED</b>
Role:	Chief Executive Officer, ADEPT	Role:	Commercial Relationship Manager
Date:	25 July 2023	Date:	25/07/2023