## 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 Buyer).<br>Its offices are on:   |  |
|----|---|---|--|
| 2. | Supplier                                | Name:   |  |
| 2. | Cuppiici                                | Address:  |  |
| 3. | Contract                                | This Contract between the Buyer and the Supplier is for the supply of Deliverables, being Asset Management Training - see Appendix 3 (Specification) for full details.  |  |
|    |   | This opportunity is advertised in this Contract Notice in Find A Tender, reference FTS-001660 (FTS Contract Notice).  |  |
| 4. | Contract<br>reference                   | Project Reference: - C27486<br>Contract Reference: - C29059   |  |
| 5. | Buyer Cause                             | Any material breach of the obligations of the Buyer or any other<br>default, act, omission, negligence or statement of the Buyer, of its<br>employees, servants, agents in connection with or in relation to<br>the subject-matter of this Contract and in respect of which the<br>Buyer is liable to the Supplier. |  |
| 6. | Collaborative<br>working<br>principles  | The Collaborative Working Principles do not apply to this<br>Contract.<br>See Clause 3.1.3 for further details.   |  |
| 7. | Financial<br>Transparency<br>Objectives | The Financial Transparency Objectives do not apply to this Contract.<br>See Clause 6.3 for further details.   |  |
| 8. | Start Date                              | 21st May 2025   |  |

| 9. | Expiry Date                                    | 20 <sup>th</sup> May 2027  |  |
|----|--|--|--|
| 10 | Extension<br>Period                            | Not applicable   |  |
| 11 | Ending this<br>Contract<br>without a<br>reason | The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.   |  |
| 12 | Incorporated<br>Terms<br>(together these       | The following documents are incorporated into this Contract.<br>Where numbers are missing we are not using these Schedules. If<br>there is any conflict, the following order of precedence applies:        |  |
|    | documents                                      | (a) This Award Form  |  |
|    | form the <b>"this</b><br>Contract")            | (b) Any Special Terms (see Section 13 (Special Terms) in<br>this Award Form)   |  |
|    |  | (c) Core Terms   |  |
|    |  | (d) Schedule 36 (Intellectual Property Rights)   |  |
|    |  | (e) Schedule 1 (Definitions)   |  |
|    |  | (f) Schedule 6 (Transparency Reports)  |  |
|    |  | (g) Schedule 20 (Processing Data)  |  |
|    |  | (h) The following Schedules (in equal order of precedence):  |  |
|    |  | (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 14 (Business Continuity and Disaster<br>Recovery)   |  |
|    |  | (viii) Schedule 21 (Variation Form)  |  |
|    |  | (ix) Schedule 22 (Insurance Requirements)  |  |
|    |  | (x) Schedule 25 (Rectification Plan)   |  |
|    |  | (xi) Schedule 26 (Sustainability)  |  |
|    |  | (xii) Schedule 29 (Key Supplier Staff)   |  |
|    |  | (xiii) Schedule 30 (Exit Management)   |  |
|    |  | <ul> <li>Schedule 4 (Tender), unless any part of the Tender offers<br/>a better commercial position for the Buyer (as decided by<br/>the Buyer, in its absolute discretion), in which case that</li> </ul> |  |

|    |                                     | part of the Tender will take precedence over the documents above.   |  |
|----|-------------------------------------|---|--|
| 13 | Special Terms                       | Special Term 1 – Break Point  |  |
|    |                                     | 13.1 The Contract will be subject to review annually at a break point in May 2026, when the Buyer may decide to continue, reduce the scope, or terminate the Contract.  |  |
| 14 | Buyer's<br>Environmenta<br>I Policy | The online at:  |  |
| 15 | Social Value<br>Commitment          | The Supplier agrees, in providing the Deliverables and performing<br>its obligations under this Contract, to deliver the Social Value<br>outcomes in Schedule 4 (Tender) and report on the Social Value<br>KPIs as required by Schedule 10 (Service Levels) |  |
| 16 | Buyer's<br>Security                 | N/A   |  |

| The total fixed cost will not exceed excluding VAT<br>and the Supplier's cost will be as detailed in Schedule 3<br>(Charges) and as detailed in the Supplier's tender<br>Submission.<br>Indexation is applicable as detailed in Schedule 3 (Charges)<br>Details in Schedule 3 (Charges) |  |
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| N/A   |  |
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| 22 | Liability                                    | In accordance with Clause 15.1 each Party's total aggregate<br>liability in each Contract Year under this Contract (whether in tort,<br>contract or otherwise) is no more than the greater of £5 million or<br>150% of the Estimated Yearly Charges. |
|----|--|--|
|    |  | 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.   |
| 23 | Cyber<br>Essentials<br>Certification         | Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme).   |
| 24 | Progress<br>Meetings and                     | The Supplier shall attend Progress Meetings with the Buyer every quarter.  |
|    | Progress<br>Reports                          | The Supplier shall provide the Buyer with Progress Reports every quarter.  |
|    |  | The Supplier shall send Performance Monitoring Reports every quarter.  |
| 25 | Guarantor                                    | Not applicable   |
| 26 | Virtual<br>Library                           | N/A  |
| 27 | Supplier's                                   | [Insert name]  |
|    | Contract<br>Manager                          | [Insert job title]<br>[Insert email address]   |
|    |  | [Insert phone number]  |
| 28 | Supplier<br>Authorised<br>Representativ<br>e |  |
| 29 | Supplier<br>Compliance<br>Officer            | [Insert name]<br>[Insert job title]  |
|    |  | [Insert email address]   |
|    |  | [Insert phone number]  |

| 30 | Supplier Data<br>Protection<br>Officer    | [Insert name]<br>[Insert job title]<br>[Insert email address]<br>[Insert phone number] |
|----|---|--|
| 31 | Supplier<br>Marketing<br>Contact          | [Insert name]<br>[Insert job title]<br>[Insert email address]<br>[Insert phone number] |
| 32 | Key<br>Subcontracto<br>rs                 | N/A  |
| 33 | Buyer<br>Authorised<br>Representativ<br>e | [Insert name]<br>[Insert job title]<br>[Insert email address]<br>[Insert phone number] |

| For and on behalf of the Supplier: | For and on behalf of the Buyer: |
|------------------------------------|---------------------------------|
|                                    |                                 |
|                                    |                                 |
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