

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	Department for Environment, Food and Rural Affairs (Defra) (the Buyer). Its offices are on: Nobel House, 17 Smith Square, LONDON SW1P 3JR
2.	Supplier	Name: Keep IT Simple Ltd Address: 160 Kemp House, City Road, London EC1V 2NX Registration number: 10443621
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables.

4.	Contract reference	C20303
5.	Deliverables	<ul style="list-style-type: none"> To provide support for the Rural Payments Service components and services residing in Daisy, whilst we move them to Azure To provide support and integration services for the Rural Payments Service with integration to DP2.9 Reporting Service Private Beta <p>See Schedule 2 (Specification) for further details.</p>
6.	Buyer Cause	<p>Any breach of:</p> <ul style="list-style-type: none"> 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. <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 not apply to this Contract.</p> <p>See Clause 3.1.3 for further details.</p>
8.	Financial Transparency Objectives	<p>The Financial Transparency Objectives do not apply to this Contract.</p>
9.	Start Date	1 st August 2023
10.	Expiry Date	31 st March 2024
11.	Extension Period	<p>Further period up to 9 months to continue the integration and knowledge transfer with the additional data sets during the public beta phase</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>
13.	Incorporated Terms	<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>

	(together these documents form the " the Contract ")	<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) 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) e. Schedule 11 (Continuous Improvement) f. Schedule 13 (Contract Management) g. Schedule 18 (Supply Chain Visibility) h. Schedule 21 (Variation Form) i. Schedule 22 (Insurance Requirements) j. Schedule 24 (Financial Difficulties) k. Schedule 25 (Rectification Plan) l. Schedule 26 (Sustainability) m. Schedule 27 (Key Subcontractors) n. Schedule 28 (ICT Services) o. Schedule 28A (Agile Development Additional Terms) p. Schedule 29 (Key Supplier Staff) q. Schedule 30 (Exit Management) r. Schedule 32 (Background Checks) 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.
14.	Special Terms	None

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	Appended at Schedule
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) and provide the Social Value Reports as set out in Schedule 26 (Sustainability)
18.	Buyer's Security Policy	Not applicable
19.	Commercially Sensitive Information	Not applicable
20.	Charges	£246,850.00 +VAT To note all prices will be based on service consumption used and agreed with the Defra contract owner in line with the agreed deliverables and schedule. Details in Schedule 3 (Charges)
21.	Reimbursable expenses	None
22.	Payment method	Services to be billed monthly
23.	Service Levels	Not applicable
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 £5 million or 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 £10 million.</p>

26.	Cyber Essentials Certification	Not required
27.	Progress Meetings and Progress Reports	<ul style="list-style-type: none"> • The Supplier shall attend Progress Meetings with the Buyer every quarter. • The Supplier shall provide the Buyer with Progress Reports every month.
28.	Guarantee	Not applicable
29.	Virtual Library	Not applicable
30.	Supplier Contract Manager	<div>██████████</div> <div>COO</div> <div>██</div> <div>██████████</div>
31.	Supplier Authorised Representative	<div>██████████</div> <div>CEO</div> <div>████████████████████████████████</div> <div>██████████</div>
32.	Supplier Compliance Officer	<div>██████████</div> <div>COO</div> <div>██</div> <div>██████████</div>
33.	Supplier Data Protection Officer	<div>██████████</div> <div>COO</div> <div>██</div> <div>██████████</div>
34.	Supplier Marketing Contact	<div>██████████</div> <div>Marketing Director</div> <div>████████████████████████████████</div>

35.	Key Subcontractors	Key Subcontractor 1 – N/A Name (Registered name if registered): Registration number (if registered): Role of Subcontractor:
36.	Buyer Authorised Representative	<div data-bbox="491 443 659 477" style="background-color: black; width: 105px; height: 15px; margin-bottom: 5px;"></div> Category Manager <div data-bbox="491 555 853 589" style="background-color: black; width: 227px; height: 15px; margin-bottom: 5px;"></div> <div data-bbox="491 611 687 645" style="background-color: black; width: 123px; height: 15px;"></div>

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<div style="background-color: black; width: 255px; height: 195px;"></div>	Signature:	<div style="background-color: black; width: 285px; height: 195px;"></div>
Name:		Name:	
Role:		Role:	
Date:		Date:	