

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	Foreign, Commonwealth and Development Office (FCDO) (the Buyer). Its offices are on: King Charles St, London SW1A 2AH
2.	Supplier	Name: Morson Talent (Morson Human Resources Limited) Address: Adamson House, 2 Centenary Way, Salford M50 1RD Registration number: 02714555 SID4GOV ID:
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 2018/S 085-191540 (FTS Contract Notice).
4.	Contract reference	COM/7792/2023
5.	Deliverables	<i>Managed service for the provision of Technical Works Supervisor (TWS) operatives</i> See Schedule 2 (Specification) for further details.
6.	Buyer Cause	Any breach of: See Clause 5 of Ts&Cs for further details. 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.	Collaborative working principles	The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details.
8.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract. See Clause 6.3 for further details.

9.	Start Date	<i>1st July 2023</i>
10.	Expiry Date	<i>30th June 2026</i>
11.	Extension Period	<p>Further extension period consisting of two separate optional one (1) year extensions expiring <i>30th June 2027</i>, <i>30th June 2028</i> respectively</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	The Buyer shall be able to terminate the Contract 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) This Award Form b) Any Special Terms (see Section 14 (Special Terms) in this Award Form) c) Core Terms d) Schedule 1 (Definitions) e) Schedule 6 (Transparency Reports) f) Schedule 20 (Processing Data) g) 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 6 (Transparency Reports) e. Schedule 7 (Staff Transfer) f. Schedule 8 (Implementation Plan & Testing) g. Schedule 9 (Installation) h. Schedule 11 (Continuous Improvement) i. Schedule 12 (Benchmarking) j. Schedule 13 (Contract Management)

		<ul style="list-style-type: none"> k. Schedule 14 (Business Continuity and Disaster Recovery) l. Schedule 15 (Minimum Standards of Reliability) m. Schedule 16 (Security) n. Schedule 17 (Service Recipients) o. Schedule 18 (Supply Chain Visibility) p. Schedule 19 (Cyber Essentials Scheme) q. Schedule 21 (Variation Form) r. Schedule 22 (Insurance Requirements) s. Schedule 23 (Guarantee) t. Schedule 24 (Financial Difficulties) u. Schedule 25 (Rectification Plan) v. Schedule 26 (Sustainability) w. Schedule 27 (Key Subcontractors) x. Schedule 29 (Key Supplier Staff) y. Schedule 30 (Exit Management) z. Schedule 32 (Background Checks) <p>h) 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.</p> <p>i) All the following schedules must be reviewed, discussed and agreed between both parties as part of mobilisation. Or as per timelines below:</p> <ul style="list-style-type: none"> a. Schedule 10 (Service Levels) b. Schedule 8 (Implementation Plan & Testing) c. Schedule 29 (Key Supplier Staff – ongoing) d. Schedule 30 (Exit Management – 3 months from the Contract Start Date)
14.	Special Terms	Working Day: when based overseas, the working day shall refer to the local working week and applicable public holidays as defined by the Embassy/High Commission/UK Mission working week and public holidays where the staff member is located.
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 26 (Sustainability)
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 in accordance with the Social Value Service Levels as set out in Annex A to Part A of Schedule 10 (Service Levels)
18.	Buyer's Security Policy	Appended at Schedule 16 (Security)
19.	Commercially Sensitive Information	Supplier's Commercially Sensitive Information: Schedule 5 (Commercially Sensitive Information)]
20.	Charges	Details in Schedule 3 (Charges), Total forecast value of Contract at FBC (Final Business Case) was up to £25 Million (please note that any variations will need to consider this forecast value)
21.	Reimbursable expenses	Recoverable as set out in Schedule 3 (Charges)
22.	Payment method	<p>The Buyer shall pay invoices:</p> <ul style="list-style-type: none"> (a) within 30 days of receipt of the invoice; (b) by BACS transfer; and (c) in full and in cleared funds to the bank account nominated in writing by the Supplier. <p>The Supplier shall invoice the Buyer within fourteen (14) Working Days of the end of each calendar month in respect of the Services provided or the Goods supplied in compliance with this Contract in the preceding calendar month.</p>
23.	Service Levels	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels)</p> <p>The Service Credit Cap is equivalent to: <i>Fifty (50) percent of the Service Management Fee</i></p> <p>The Service Period is: <i>One (1) Month</i></p> <p>A Critical Service Level Failure is as defined in Schedule 10 (Service Levels)</p>
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 £10 million</p> <p>In accordance with Clause 15.4, 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	<ul style="list-style-type: none"> • Cyber Essentials Scheme Plus Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)
27.	Progress Meetings and Progress Reports	<ul style="list-style-type: none"> • The Supplier shall attend Progress Meetings with the Buyer as further described in Schedule 13 (Contract Management) • The Supplier shall provide the Buyer with Progress Reports as further described in 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 six (6) Months
30.	Supplier Contract Manager	<p>[REDACTED] FCDO Account Manager [REDACTED] [REDACTED]</p>
31.	Supplier Authorised Representative	<p>[REDACTED] FCDO Account Manager [REDACTED] [REDACTED]</p>
32.	Supplier Compliance Officer	<p>[REDACTED] Group Compliance Director [REDACTED] [REDACTED]</p>

33.	Supplier Data Protection Officer	[REDACTED] <i>Group Compliance Director</i> [REDACTED] [REDACTED]
34.	Supplier Marketing Contact	[REDACTED] <i>Group Marketing Director</i> [REDACTED] and [REDACTED] [REDACTED]
35.	Key Subcontractors	NOT APPLICABLE
36.	Buyer Authorised Representative	[REDACTED] <i>TWS Contract Manager in Estates, Security and Network Directorate (ESND).</i> [REDACTED] [REDACTED]

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	CEO	Role:	Head of FM & Security, FCDO Commercial
Date:	12/06/2023	Date:	08/06/23