

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.

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| 1. | Buyer | <p>The Secretary of State for Education (the Buyer).</p> <p>Its offices are on: Sanctuary Buildings, Great Smith Street, London, SW1P 3BT</p> |
| 2. | Supplier | <p>Name: Barnardo's</p> <p>Address: Barnardo's House, Tanners Lane, Barkingside, Ilford, Essex, IG6 1QG</p> <p>Registration number: 61625</p> <p>Companies House Registration Number 00061625</p> <p>Charities Reference Number 216250</p> <p>VAT Registration Number 507 4773 37</p> |
| 3. | Contract | <p>This Contract between the Buyer and the Supplier is for the supply of Deliverables outlined in the specification.</p> <p>This opportunity was advertised on Find a Tender Service: https://www.find-tender.service.gov.uk/Notice/015938-2022</p> <p>And</p> |

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| | | Contracts Finder: https://www.contractsfinder.service.gov.uk/Notice/e2b3a145-967c-4de3-a267-f4c74274e3b4 |
| 4. | Contract reference | Attendance Mentors Pilot Project Con_16121 |
| 5. | Deliverables | <ol style="list-style-type: none"> 1. Manage and recruit a team of attendance mentors 2. Develop the mentoring approach and provide training to mentors to ensure this is effectively delivered. 3. Manage the onboarding of pupils who will be supported 4. Build relationships and work with local partners 5. Establish effective governance, oversight, and reporting 6. Manage finances 7. Working with the external evaluator See Schedule 2 (Specification) for further details. |
| 6. | Buyer Cause | 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 | The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details. |

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| 8. | Financial Transparency Objectives | The Financial Transparency Objectives apply to this Contract. See Clause 6.3 for further details. |
| 9. | Start Date | 01/10/2022 |
| 10. | Expiry Date | 30/09/2025 |
| 11. | Extension Period | There is no extension option however there will be review points at the end of years 1 and 2. Continuation of the contract into years 2 and 3 will be subject to sufficient DfE budget, internal approvals and specification within the contract being adequately met. The maximum contract length would be 3 years. |
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| 12. | Ending the Contract without a reason | The Buyer shall be able to terminate the Contract in accordance with Clause 14.3 of the Core Terms. |
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| 13. | Incorporated Terms | 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: |
| | (together these documents form the " the Contract ") | <ul style="list-style-type: none"> a) This Award Form b) Any Special Terms (see Section Special Terms) in this Award Form c) Core Terms d) Schedule 36 (Intellectual Property Rights) e) Schedule 1 (Definitions) f) Schedule 20 (Processing Data) g) The following Schedules (in equal order of precedence): <hr/> <ul style="list-style-type: none"> a. Schedule 2 (Specification) b. Schedule 3 (Charges) c. Schedule 5 (Commercially Sensitive Information) d. Schedule 10 (Service Levels) e. Schedule 13 (Contract Management) f. Schedule 16 (Security) g. Schedule 19 (Cyber Essentials Scheme) h. Schedule 21 (Variation Form) i. Schedule 22 (Insurance Requirements) j. Schedule 25 (Rectification Plan) k. Schedule 26 (Sustainability) l. Schedule 30 (Exit Management) <hr/> |

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| | | <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> |
| 14. | Special Terms | <p>Safeguarding children and vulnerable adults</p> <p>Regulated Activity</p> <ol style="list-style-type: none"> 1. in relation to children as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006; and in relation to vulnerable adults as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006; 2. The Parties acknowledge that the Supplier is carrying out a Regulated Activity with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006. 3. The Supplier shall put in place safeguards to protect children and/or vulnerable adults from any risk of significant harm which could arise from the performance of this Contract. The Supplier shall agree these safeguards with the Buyer before commencing work on the Contract. 4. In addition, the Supplier shall carry out checks with the Disclosure and Barring Service (DBS checks) on all Supplier Staff carrying out Regulated Activity. The Supplier must carry out a DBS check at the appropriate level for each relevant member of Supplier Staff and shall renew the DBS check every three years for as long as |

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| | | <p>this Contract is in force. The DBS check must be completed before any of the Supplier Staff work with children and/or vulnerable adults, as applicable, in Regulated Activity.</p> <ol style="list-style-type: none"> 5. The Supplier shall monitor the level and validity of the checks under this Clause for each member of the Supplier Staff. 6. The Supplier shall immediately notify the Buyer of any information that it reasonably requests to enable it to be satisfied that the obligations of the Supplier under this Clause have been met. 7. The Supplier shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that such person would not be suitable to carry out, Regulated Activity or who may otherwise present a risk to children or vulnerable adults. 8. The Supplier shall refer information about any person carrying out the Deliverables to the Disclosure and Barring Service where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to children or vulnerable adults. 9. The Supplier represents, always warrants and undertakes that for the purposes of this Contract it has no reason to believe that any member of the Supplier Staff is barred from performance of the Services in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time. |
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| | | <p>10. Both Parties will comply with all applicable requirements of Data Protection Legislation in relation to the requirements of this Clause. The Parties acknowledge that, for the purposes of the Data Protection Legislation, the Supplier is the Controller in respect of DBS Checks carried out on Supplier Staff. The Supplier will ensure that it has all necessary appropriate consents and notices in place to obtain the DBS Checks and to enable lawful disclosure of the DBS certificates and any other relevant Personal Data to the Supplier for the duration and purposes of this Contract.</p> |
| 15. | Sustainability | <p>The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).</p> |
| 16. | Buyer's Environmental Policy | <p>Environmental and Sustainability Policy, May 2013 available online at: https://statics.teams.cdn.office.net/evergreen-assets/safelinks/1/atp-safelinks.html</p> |
| 17. | Social Value Commitment | <p>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 report on the Social Value KPIs as required by Schedule 10 (Service Levels)]</p> |

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| 18. | Buyer's Security Policy | Schedule 16 (Security) |
| 19. | Commercially Sensitive Information | Supplier's Commercially Sensitive Information: Schedule 5 (Commercially Sensitive Information)] |
| 20. | Charges | Details in Schedule 3 (Charges) |
| 21. | Reimbursable expenses | None |
| 22. | Payment method | Invoices shall be addressed to the Department for Education and sent by email within 30 days of the end of the relevant period to AccountsPayableOCR@education.gov.uk . The Department undertakes to pay correctly submitted invoices within 5 days of receipt. The department is obliged to pay invoices within 30 days of receipt from the day of electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days will be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that: is in an un-editable |

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| | | format (PDF or JPG); is delivered in timing in accordance with the contract; is for the correct sum; is in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality); includes the date, supplier name, contact details and bank details; quotes the relevant purchase order/ contract reference and has been delivered to the nominated email address. If any problems arise, contact the Departments Contract Manager. The Department aims to reply to complaints within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices. |
| 23. | Service Levels | <p>Service Credits will accrue in accordance with Schedule 10 (Service Levels)</p> <p>The Service Credit Cap is: <i>8% of the monthly invoice value</i></p> <p>The Service Period is duration: <i>36 Months</i></p> |
| | | A Critical Service Level Failure is: Where a supplier fails to meet the Key Performance Indicators specified within the contract. |
| 24. | Insurance | Details in Annex of Schedule 22 (Insurance Requirements). |
| 25. | Liability | 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 150% of the Estimated Yearly Charges |

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| | | 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 |
| 26. | Cyber Essentials Certification | <ul style="list-style-type: none"> • Cyber Essentials Scheme [Basic / Plus] Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme) |
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| 27. | Progress Meetings and Progress Reports | <ul style="list-style-type: none"> • The Supplier shall attend Progress Meetings with the Buyer every 1 month however this time may be split across a mix of meetings and includes time to prepare management information. • The Supplier shall provide the Buyer with Progress Reports every month. |
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| 28. | Guarantee | Not Applicable |
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| 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 3 months. |

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| 30. | Supplier Contract Manager | Redacted under FOIA Section 40, Personal Information |
| 31. | Supplier Authorised Representative | Redacted under FOIA Section 40, Personal Information |
| 32. | Supplier Compliance Officer | Redacted under FOIA Section 40, Personal Information |
| 33. | Supplier Data Protection Officer | Redacted under FOIA Section 40, Personal Information |

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| 34. | Supplier Marketing Contact | Redacted under FOIA Section 40, Personal Information |
| 35. | Key Subcontractors | N/A |
| 36. | Buyer Authorised Representative | Redacted under FOIA Section 40, Personal Information |

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| Signed by person authorised to sign on behalf of the [Barnardo's]: | |
| Signature: | {{Sig_es_:signer1:signature}} |
| Name: | {{ N_es_:signer1:fullname }} |
| Role: | {{ Ttl_es_:signer1:title }} |
| Date: | {{ Dte_es_:signer1:date }} |

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| Signed by person authorised to sign on behalf of The Department for Education: | |
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| Signature: | {{Sig2_es_:signer2:signature}} |
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| Name: | {{ N2_es_:signer2:fullname }} |
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| Role: | {{ Ttl2_es_:signer2:title }} |
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| Date: | {{ Dte2_es_:signer2:date }} |
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