

## 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.

<b>1. Buyer</b>	Department for Environment Food & Rural Affairs acting as part of the Crown (the Buyer). Its offices are: Seacole Building, 2 Marsham Street, London, SW1P 4DF.
<b>2. Supplier</b>	Name: Game and Wildlife Conservation Trust Address: Burgate Manor, Fordingbridge, Hampshire, SP6 1EF. Registration number: 05579632
<b>3. Contract</b>	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being Baseline Agricultural Training - see Schedule 2 (Specification) for full details. This opportunity is advertised in this Contract Notice in Find A Tender, reference 2024/S 000-029771
<b>4. Contract reference</b>	C27616
<b>5. Buyer Cause</b>	Any material breach of 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 this Contract and in respect of which the Buyer is liable to the Supplier.
<b>6. Collaborative working principles</b>	The Collaborative Working Principles do not apply to this Contract. See Clause 3.1.3 for further details.
<b>7. Financial Transparency Objectives</b>	The Financial Transparency Objectives do not apply to this Contract. See Clause 6.3 for further details.
<b>8. Start Date</b>	20/01/2025

<b>9.</b>	<b>Expiry Date</b>	19/01/2029
<b>10.</b>	<b>Extension Period</b>	Not applicable
<b>11.</b>	<b>Ending this Contract without a reason</b>	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.
<b>12.</b>	<b>Incorporated Terms</b> (together these documents form the " <b>this Contract</b> ")	<p>The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any 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>(i) Schedule 2 (Specification)</li> <li>(ii) Schedule 3 (Charges)</li> <li>(iii) Schedule 5 (Commercially Sensitive Information)</li> <li>(iv) Schedule 7 (Staff Transfer)</li> <li>(v) Schedule 10 (Service Levels)</li> <li>(vi) Schedule 21 (Variation Form)</li> <li>(vii) Schedule 22 (Insurance Requirements)</li> <li>(viii) Schedule 25 (Rectification Plan)</li> <li>(ix) Schedule 26 (Sustainability)</li> <li>(x) Schedule 29 (Key Supplier Staff)</li> <li>(xi) Schedule 30 (Exit Management)</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 its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</li> </ul>

13.	<b>Special Terms</b>	<b>Special Term 1 – Break Points</b> The Contract will be subject to review annually at break points in November 2025, November 2026 and November 2027, when the Buyer may decide to continue, reduce the scope, or terminate the Contract.	
		<b>Special Term 2 - Course Cancellation</b> The Buyer will work with the Supplier to reschedule a course where required as soon as is possible. Should the Buyer need to cancel a course, the following policy will apply:	
		<b>Notice of cancellation</b>	<b>Percentage of course fee paid</b>
		Greater than 4 weeks	0%
		3-4 weeks	25%
		2-3 weeks	50%
		1-2 weeks	75%
		Less than one week	100%
		The Supplier must provide four weeks' notice for any cancellations and agree a revised schedule as soon as possible. The Supplier will be expected to work in partnership with the Buyer and be flexible with regards to the postponement or cancellation of courses.	
14.	<b>Buyer's Environmental Policy</b>	Department for Environment, Food and Rural Affairs Outcome Delivery Plan : <a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/100000/Defra_Our_Outcome_Delivery_Plan_2021_to_2022.pdf">Department for Environment, Food and Rural Affairs Outcome Delivery Plan: 2021 to 2022 - GOV.UK (www.gov.uk)</a>	
15.	<b>Social Value Commitment</b>	The Supplier agrees, in providing the Deliverables and performing its obligations under this 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)]	
16.	<b>Buyer's Security Requirements and Security and ICT Policy</b>	Not Used	

17.	<b>Charges</b>	<p>The total fixed cost will not exceed £650,000.00 excluding VAT and the Supplier's cost will be as detailed in Schedule 3 (Charges) and as detailed in the Supplier's tender submission.</p> <p>Indexation is applicable as detailed in Schedule 3 (Charges) Details in Schedule 3 (Charges)</p>
18.	<b>Estimated Year 1 Charges</b>	N/A
19.	<b>Reimbursable expenses</b>	None
20.	<b>Payment method</b>	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p>Invoices for Defra: <a href="mailto:APinvoices-DEF-U@gov.sscl.com">APinvoices-DEF-U@gov.sscl.com</a></p> <p>Invoices for APHA: <a href="mailto:APinvoices-APH-U@gov.sscl.com">APinvoices-APH-U@gov.sscl.com</a></p> <p>Invoices for RPA: <a href="mailto:RPACIOD.servicemanagement@rpa.gov.uk">RPACIOD.servicemanagement@rpa.gov.uk</a></p> <p>Invoices for Natural England: <a href="mailto:APinvoices-NEG-U@gov.sscl.com">APinvoices-NEG-U@gov.sscl.com</a></p> <p>Alternatively, you may post to:</p> <p>Shared Services Connected Ltd</p> <p>DEF Procure to Pay</p> <p>PO Box 790</p> <p>Newport</p> <p>Gwent</p> <p>NP10 8FZ</p>
21.	<b>Service Levels</b>	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels).</p> <p>The Service Credit Cap is: 10% of the annual invoice value.</p> <p>The Service Period is 48 Month(s)</p> <p>A Critical Service Level Failure is: 80% and lower for responsiveness when resolving queries and issues and 98% and lower for access to Buyer support.</p>

<b>22. Liability</b>	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £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>
<b>23. Cyber Essentials Certification</b>	Not required
<b>24. Progress Meetings and Progress Reports</b>	<p>The Supplier shall attend Progress Meetings with the Buyer every month.</p> <p>The Supplier shall provide the Buyer with Progress Reports every month.</p>
<b>25. Guarantor</b>	Not applicable
<b>26. Virtual Library</b>	Not applicable
<b>27. Supplier's Contract Manager</b>	<div>██████████</div> <div>██████████</div> <div>██████████████████</div>
<b>28. Supplier Authorised Representative</b>	<div>██████████</div> <div>██████████████████</div>
<b>29. Supplier Compliance Officer</b>	N/A
<b>30. Supplier Data Protection Officer</b>	<div>██████████</div> <div>██████████</div> <div>██████████████████</div> <div>██████████████████</div> <div>██████████████████</div>

31.	<b>Supplier Marketing Contact</b>	N/A
32.	<b>Key Subcontractors</b>	<p><b>Key Subcontractor 1</b></p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Role of Subcontractor: Delivering face-to-face training in their specialist area. Providing connections to host training in different parts of the country.</p> <p><b>Key Subcontractor 2</b></p> <p>Name (Registered name if registered): Progressive Farming Trust Limited, trading as The Organic Research Centre</p> <p>Registration number (if registered): N/A</p> <p>Role of Subcontractor: Delivering face to face training in their specialist area. Providing connections to host training in different parts of the country.</p> <p><b>Key Subcontractor 3</b></p> <p>Name (Registered name if registered): Ceres Rural LLP</p> <p>Registration number (if registered): N/A</p> <p>Role of Subcontractor: Delivering face to face training in their specialist area. Providing connections to host training in different parts of the country.</p>
33.	<b>Buyer Authorised Representative</b>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

