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# **AWARD FORM**

## **The Advocacy ‘Safety Net’**

### **Service**

### **Project 7476**

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This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

<b>1.</b>	<b>Buyer</b>	<p><b>Department for Education</b> (the Buyer).</p> <p>Its offices are on: <b>Sanctuary Buildings, Great Smith Street, London, SW1P 3BT</b></p>
<b>2.</b>	<b>Supplier</b>	<p>Name: <b>National Youth Advocacy Service (NYAS)</b></p> <p>Address: <b>[REDACTED]</b></p> <p>Registration number: <b>[REDACTED] (Company) / [REDACTED] (Charity)</b></p> <p>SID4GOV ID: <b>[REDACTED]</b></p>
<b>3.</b>	<b>Contract</b>	<p>This Contract between the Buyer and the Supplier is for the supply of the Deliverables.</p> <p>This opportunity is advertised in the Contract Notice in Find A Tender, reference [2023/S 000-005455/ (Amended) 2023/S 000-007630] (FTS Contract Notice).</p>
<b>4.</b>	<b>Contract reference</b>	con_21052

5.	<b>Deliverables</b>	<p>The Advocacy 'Safety Net' Service will encourage local authorities to provide advocacy services in line with their statutory responsibilities, only stepping in where this proves unsuccessful. It is expected the improved national advocacy 'safety net' will also improve insight and analysis about callers to the service and the issues they raise and will gather evidence about the quality and coverage of local advocacy services. The service will use clear approaches for prioritising limited resources and engage looked after children who might otherwise be difficult to reach.</p> <p>The national advocacy 'safety net' is not a substitute for the services that local authorities should provide. Its role is to signpost children to locally provided services and to monitor availability. The service will maintain a dynamic picture of local provision, updated via calls to the helpline and based on work with local areas and through its networks. The service will only step in where local advocacy support continues to be denied.</p> <p>The service has 3 core deliverables that the supplier will be required to deliver:</p> <ol style="list-style-type: none"> <li>1. An advice helpline run by appropriately trained staff members who are able to respond to calls from looked after children and able to respond accordingly, identifying the best route to address concerns. The helpline should offer telephone, email, text, and WhatsApp communication options. This should also support children where English is not their first language.</li> <li>2. Additional advocacy support through web-based information including 'self-advocacy tools and technology. A website should allow looked after children and care leavers to be made aware of their</li> </ol>
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		<p>local advocacy provider and the relevant contact information. This should also support children where English is not their first language.</p> <p>3. A database capturing the availability of local advocacy, which is accurate and kept up to date so to refer children and young people to local support. The database is held by the current provider and regular contact with all local authorities are needed to ensure information is kept up to date.</p> <p>See Schedule 2 (Specification) for further details.</p>
6.	<b>Buyer Cause</b>	<p>Any breach of:</p> <p>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.	<b>Collaborative working principles</b>	<p>The Collaborative Working Principles apply to this Contract.</p> <p>See Clause 3.1.3 for further details.</p>
8.	<b>Financial Transparency Objectives</b>	<p>The Financial Transparency Objectives apply to this Contract.</p> <p>See Clause 6.3 for further details.</p>
9.	<b>Start Date</b>	<b>1<sup>st</sup> October 2023</b>
10.	<b>Expiry Date</b>	<b>30<sup>th</sup> September 2025</b>
11.	<b>Extension Period</b>	<p>Further period up to 1 Year</p> <p>Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before the Contract expires Subject to department approvals</p>
12.	<b>Ending the Contract without a reason</b>	<p>The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.</p>

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<p><b>13.</b></p>	<p><b>Incorporated Terms</b></p> <p>(together these documents form the "<b>the Contract</b>")</p>	<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"> <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) Schedule 31 (Buyer Specific Terms)</li> <li>d) Core Terms</li> <li>e) Schedule 36 (Intellectual Property Rights)</li> <li>f) Schedule 1 (Definitions)</li> <li>g) Schedule 6 (Transparency Reports)</li> <li>h) Schedule 20 (Processing Data)</li> <li>i) The following Schedules (in equal order of precedence):             <ul style="list-style-type: none"> <li>a. Schedule 2 (Specification)</li> <li>b. Schedule 3 (Charges)</li> <li>c. Schedule 5 (Commercially Sensitive Information)</li> <li>d. Schedule 7 (Staff Transfer)</li> <li>e. Schedule 8 (Implementation Plan &amp; Testing)</li> <li>f. Schedule 11 (Continuous Improvement)</li> <li>g. Schedule 13 (Contract Management)</li> <li>h. Schedule 14 (Business Continuity and Disaster Recovery)</li> <li>i. Schedule 16 (Buyer Specific Security Requirements)</li> <li>j. Schedule 19 (Cyber Essentials Scheme)</li> <li>k. Schedule 21 (Variation Form)</li> <li>l. Schedule 22 (Insurance Requirements)</li> <li>m. Schedule 25 (Rectification Plan)</li> <li>n. Schedule 26 (Sustainability)</li> <li>o. Schedule 27 (Key Subcontractors)</li> <li>p. Schedule 29 (Key Supplier Staff)</li> <li>q. Schedule 30 (Exit Management)</li> </ul> </li> </ul>
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		j) 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.	<b>Special Terms</b>	Not applicable
15.	<b>Sustainability</b>	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).
16.	<b>Buyer's Environmental Policy</b>	Government Environmental and Sustainability Policy, 2013, available online at : <a href="https://www.gov.uk/government/policies/environmental-and-sustainability-policy">Environmental and sustainability policy - GOV.UK (www.gov.uk)</a>
17.	<b>Social Value Commitment</b>	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.	<b>Buyer's Security Policy</b>	Schedule 16 (Buyer Specific Security Requirements)
19.	<b>Commercially Sensitive Information</b>	Supplier's Commercially Sensitive Information: Schedule 5 (Commercially Sensitive Information)
20.	<b>Charges</b>	Details in Schedule 3 (Charges)
21.	<b>Reimbursable expenses</b>	None
22.	<b>Payment method</b>	<p>Invoices shall be submitted electronically by e-mail on a monthly basis to:</p> <p>██████████ within 30 days of the end of the relevant invoicing date.</p> <p>The government are 100% committed to paying correctly submitted invoices within 30 days of receipt.</p>
23.	<b>Service Levels</b>	Service Credits not applicable.

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		Details of KPIs and Service Levels included in Schedule 2 – Specification and Schedule 26 - Sustainability
24.	<b>Insurance</b>	Details in Annex of Schedule 22 (Insurance Requirements).
25.	<b>Liability</b>	<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 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>
26.	<b>Cyber Essentials Certification</b>	Cyber Essentials Scheme Plus Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)
27.	<b>Progress Meetings and Progress Reports</b>	<ul style="list-style-type: none"> <li>• The Supplier shall attend Progress Meetings with the Buyer every quarter/ 3 months.</li> <li>• The Supplier shall provide the Buyer with Progress Reports every quarter/ 3 months.</li> </ul>
28.	<b>Guarantee</b>	Not applicable
29.	<b>Virtual Library</b>	Not applicable
30.	<b>Supplier Contract Manager</b>	██████████
31.	<b>Supplier Authorised Representative</b>	██████████
32.	<b>Supplier Project Officer</b>	██████████




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33.	<b>Supplier Data Protection Officer</b>	
34.	<b>Supplier Marketing Contact</b>	
35.	<b>Key Subcontractors</b>	Not applicable
36.	<b>Buyer Authorised Representative</b>	

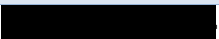



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**Signed by person authorised to sign on behalf of the Secretary of State  
for Education:**

Signature:	
Name:	
Role:	
Date:	10/7/23

**Signed by a person authorised to sign on behalf of National Youth  
Advocacy Service (NYAS):**

Signature:	
Name:	
Role:	
Date:	7/7/23