**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.

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|  | **Buyer** | Driver and Vehicle Standards Agency (DVSA) on behalf of the Secretary of State for Transport (the Buyer).  Its offices are on:  Berkeley House  Croydon Street  Bristol  BS5 0DA |
|  | **Supplier** | |  |  | | --- | --- | | Name: | **BJSS Limited** | | Address: | ***1 Whitehall Quay, Leeds, England, LS1 4HR*** | | Registration number: | ***02777575*** | |  |  | |
|  | **Contract** | This Contract between the Buyer and the Supplier is for the supply of Deliverables, being the support services relating to the TARS family of legacy systems - see Schedule 2 (Specification) for full details. |
|  | **Contract reference** | **K280022371** |
|  | **Buyer Cause** | 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. |
|  | **Collaborative working principles** | The Collaborative Working Principles apply to this Contract.  See Clause 3.1.3 in the Mid-Tier Core Terms for further details. |
|  | **Financial Transparency Objectives** | The Financial Transparency Objectives do not apply to this Contract. |
|  | **Start Date** | 01/10/2024 |
|  | **Expiry Date** | 30/09/2027 |
|  | **Extension Period** | The Contract may be extended up to a further 3 years on an annual basis (3+1+1+1).  Extension options may be exercised where the Buyer gives the Supplier no less than 30 days written notice before this Contract expires. |
|  | **Ending this Contract without a reason** | The Buyer shall be able to terminate this Contract in accordance with Clause 14.3 of the Mid-Tier Core Terms. Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 of the Mid-Tier Core Terms shall be 90 days. |
|  | **Incorporated Terms**  (together these documents form the **"this Contract"**) | 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:   1. This Award Form 2. Any Special Terms (see **Section 14 (Special Terms)** in this Award Form) 3. Core Terms 4. Schedule 36 (Intellectual Property Rights) 5. Schedule 1 (Definitions) 6. Schedule 6 (Transparency Reports) 7. Schedule 20 (Processing Data) 8. The following Schedules (in equal order of precedence):    1. Schedule 2 (Specification)    2. Schedule 3 (Charges)    3. Schedule 5 (Commercially Sensitive Information)    4. Schedule 7 (Staff Transfer)    5. Schedule 10 (Service Levels)    6. Schedule 11 (Continuous Improvement)    7. Schedule 12 (Benchmarking)    8. Schedule 14 (Business Continuity and Disaster Recovery)    9. Schedule 16 (Security)    10. Schedule 19 (Cyber Essentials Scheme)    11. Schedule 21 (Variation Form)    12. Schedule 22 (Insurance Requirements)    13. Schedule 25 (Rectification Plan)    14. Schedule 26 (Sustainability)    15. Schedule 27 (Key Subcontractors)    16. Schedule 28 (ICT Services)    17. Schedule 30 (Exit Management)    18. Schedule 27 (Corporate Resolution Planning) 9. 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. |
|  | **Special Terms** | Not Applicable |
|  | **Buyer’s Environmental Policy** | DVSA sustainability strategy 12/03/2024 available online at: [DVSA sustainability strategy - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/dvsa-sustainability-strategy/dvsa-sustainability-strategy) |
|  | **Social Value Commitment** | 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) |
|  | **Buyer’s Security Requirements and Security and ICT Policy** | Security Requirements: as set out in Schedule 16 (Security). Guidance.  **Security Policies & ICT Policies:**  ***REDACTED TEXT***  For the purposes of Schedule 16 (Security) the Supplier is required to comply with the Security Policy.  For the purposes of Schedule 16 (Security) the Supplier is required to comply with the ICT Policy.  For the purposes of Schedule 28 (ICT) Supplier is required to comply with the ICT Policy. |
|  | **Charges** | The maximum value of the initial term is up to £9,840,000 with a possible maximum contract value up to £19,680,000 should the options to extend be utilised. Please note that there is no committed spend under this Contract.  Breakdown of the Total Contract Value is as follows:  ***REDACTED TEXT***  Details in Schedule 3 (Charges) |
|  | **Estimated Year 1 Charges** | Up to £3,280,000 |
|  | **Reimbursable expenses** | None |
|  | **Payment method** | Suppliers must be in possession of a written purchase order (PO), before commencing any work under this contract. You must quote the PO number on all invoices, and these must be submitted as a PDF by email directly to [ssc.accountspayable@ubusinessservices.co.uk](mailto:ssc.accountspayable@ubusinessservices.co.uk)    To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.  If you have a query regarding an outstanding payment, please contact our Accounts Payable section:  SSa.invoice@Ubusinessservices.co.uk |
|  | **Service Levels** | Service Credits will accrue in accordance with Schedule 10 (Service Levels)  The Service Credit Cap is: Service credits will be capped at 5% in a reporting period  The Service Period is 3 Month(s) |
|  | **Liability** | In accordance with Clause 15.1 in the Mid-Tier Core Terms 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.  In accordance with Clause 15.5 of the Mid-Tier Core Terms, the Supplier’s total aggregate liability in each Contract Year under Clause 18.8.5 of the Mid-Tier Core Terms is no more than the Data Protection Liability, being £10 million. |
|  | **Cyber Essentials Certification** | Cyber Essentials Plus Certificate. Details in Schedule 19 (Cyber Essentials Scheme). |
|  | **Progress Meetings and Progress Reports** | * The Supplier shall attend Contract Review Meetings with the Buyer every month. * The Supplier shall provide the Buyer with Contract Review Reports every month. |
|  | **Guarantor** | Not applicable |
|  | **Virtual Library** | In accordance with Paragraph 2.2. of Schedule 30 (Exit Management) |
|  | **Supplier’s**  **Contract**  **Manager** | ***REDACTED TEXT*** |
|  | **Supplier Authorised Representative** | ***REDACTED TEXT*** |
|  | **Supplier Compliance Officer** | ***REDACTED TEXT*** |
|  | **Supplier Data Protection Officer** | ***REDACTED TEXT*** |
|  | **Supplier Marketing Contact** | ***REDACTED TEXT*** |
|  | **Key Subcontractors** | **Not Applicable** |
|  | **Buyer Authorised Representative** | ***REDACTED TEXT*** |

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| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: | ***REDACTED TEXT*** | Signature: | ***REDACTED TEXT*** |
| Name: | ***REDACTED TEXT*** | Name: | ***REDACTED TEXT*** |
| Role: | ***REDACTED TEXT*** | Role: | ***REDACTED TEXT*** |
| Date: | ***REDACTED TEXT*** | Date: | ***REDACTED TEXT*** |