

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.

1.	Buyer	Government Property Agency (GPA) Its offices are on: 23 Stephenson Street Birmingham B2 4BJ
2.	Supplier	<p>Name: Cirros Document Solutions Ltd</p> <p>Address: 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX</p> <p>Registration number: 10957422</p> <p>SID4GOV ID: Not applicable.</p>
3.	Contract	<p>This Contract between the Buyer and the Supplier for the delivery of GovPrint Cloud, a shared cloud print management service for its future Authority hubs, other Authority locations and non Authority locations. See Schedule 2 (Specification) for full details.</p> <p>This opportunity is advertised in this Contract Notice in Find A Tender, reference C1000862 (FTS Contract Notice).</p>
4.	Contract reference	C1000862
5.	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.
6.	Collaborative working principles	<p>The Collaborative Working Principles do not apply to this Contract.</p> <p>See Clause 3.1.3 for further details.</p>

7.	Financial Transparency Objectives	The Financial Transparency Objectives apply to this Contract. See Clause 6.3 for further details.
8.	Start Date	2 December 2024
	Expiry Date	1 December 2027
9.	Extension Period	This Contract can be extended by the Buyer, for six (6) periods of up to 12 months each, for a maximum contract term of 9 years (3 +1+1+1+1+1+1). This Contract can be extended by giving the Supplier no less than 3 months written notice before the expiry date of the initial contract term or the expiry date of any applicable 12-month extension.
10.	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3. Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be not less than ninety (90) days' notice.
11.	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: (a) This Award Form (b) Any Special Terms (see Section 14 (Special Terms) in this Award Form) (c) Core Terms (d) Schedule 36 (Intellectual Property Rights) (e) Schedule 1 (Definitions) (f) Schedule 6 (Transparency Reports) (g) Schedule 20 (Processing Data) (h) The following Schedules (in equal order of precedence): (i) Schedule 2 (Specification) (ii) Schedule 3 (Charges) (iii) Schedule 5 (Commercially Sensitive Information) (iv) Schedule 7 (Staff Transfer) (v) Schedule 8 (Implementation Plan & Testing) (vi) Schedule 9 (Installation Works)

		<ul style="list-style-type: none"> (vii) Schedule 10 (Service Levels) (viii) Schedule 11 (Continuous Improvement) (ix) Schedule 12 (Benchmarking) (x) Schedule 13 (Contract Management) (xi) Schedule 14 (Business Continuity and Disaster Recovery) (xii) Schedule 15 (Minimum Standards of Reliability) (xiii) Schedule 16 (Security) (xiv) Schedule 18 (Supply Chain Visibility) (xv) Schedule 19 (Cyber Essentials Scheme) (xvi) Schedule 21 (Variation Form) (xvii) Schedule 22 (Insurance Requirements) (xviii) Schedule 23 (Guarantee) (xix) Schedule 24 (Financial Difficulties) (xx) Schedule 25 (Rectification Plan) (xxi) Schedule 26 (Sustainability) (xxii) Schedule 27 (Key Subcontractors) (xxiii) Schedule 28 (ICT Services) (xxiv) Schedule 28A (Agile Development Additional Terms) (xxv) Schedule 29 (Key Supplier Staff) (xxvi) Schedule 30 (Exit Management) (xxvii) Schedule 37 (Corporate Resolution Planning Information) <p>(b) 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.</p>
12.	Special Terms	N/A
13.	Buyer's Environmental Policy	N/A
14.	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 provide the Social Value Reports as set out in Schedule 26 (Sustainability)
15.	Buyer's Security Requirements and Security and ICT Policy	<p>Security Requirements: as set out in Schedule 16 (Security).</p> <p>Security Policy</p> <p>For the purposes of Schedule 16 (Security) the Supplier is required to comply with the Security Policy and GPA Supplier Assurance Security Schedule. Where there is any conflict between the schedules, Schedule 16 (Security) shall take precedence.</p> <div data-bbox="609 712 683 784" data-label="Image"> </div> <p>GPA Supplier Assurance Security Sc</p> <p>For the purposes of Supplier Staff vetting, the Supplier is required to comply with the Security Policy.</p> <p>ICT Policy:</p> <p>For the purposes of Schedule 16 (Security) the Supplier is required to comply with the ICT Policy.</p> <p>For the purposes of Schedule 28 (ICT) Supplier is required to comply with the ICT Policy.</p>
16.	Charges	<p>Maximum contract value of £9,750,000.00 ex VAT.</p> <p>Indexation is applicable as detailed in Schedule 3 (Charges)</p>
17.	Estimated Year 1 Charges	£500,000.00.
18.	Reimbursable expenses	None
19.	Payment method	BACS
20.	Service Levels	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels)</p> <p>The Service Credit Cap is: 12%</p> <p>The Service Period is 1 month</p>

		<p>A Critical Service Level Failure is when one or more of the following occur:</p> <ul style="list-style-type: none"> a. Cloud Service Uptime <99.5% in any reporting month period b. Fault Response and Resolution Time <90% in any reporting month period c. failure to achieve the 99.99% 'Cloud Services Availability' threshold in three or more separate (consecutive or nonconsecutive) months during any 12-month rolling period; and/or d. failure to achieve the required performance threshold for the 'Fault Response and Resolution Times' service level for Severity 1 Incidents in three or more separate (nonconsecutive) months during any 12-month rolling period; and/or e. failure to achieve the required performance threshold for the 'Fault Response and Resolution Times' service level for Severity 2 Incidents in three or more separate (nonconsecutive) months during any 12-month rolling period; and/or f. failure to achieve the required performance threshold for the 'Fault Response and Resolution Times' service level for Severity 3 Incidents in four or more separate (nonconsecutive) months during any 12-month rolling period
21.	Liability	<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 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>
22.	Cyber Essentials Certification	Cyber Essentials Scheme Plus Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)
23.	Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer monthly, quarterly and yearly.</p> <p>The Supplier shall provide the Buyer with Progress Reports each month.</p>

24.	Guarantor	N/A
25.	Virtual Library	Not applicable.
26.	Supplier's Contract Manager	[REDACTED]
27.	Supplier Authorised Representative	[REDACTED]
28.	Supplier Compliance Officer	[REDACTED]
29.	Supplier Data Protection Officer	[REDACTED]
30.	Supplier Marketing Contact	[REDACTED]
31.	Key Subcontractors	N/A
32.	Buyer Authorised Representative	[REDACTED] Head of Technology, Property Tech [REDACTED]

For and on behalf of the Supplier:	On behalf of the Minister for the Cabinet Office on behalf of the Crown represented by the Government Property Agency
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Signature:		Signature:	
Name:	[REDACTED]	Name:	[REDACTED]
Role:	Director	Role:	Head of Commercial
Date:		Date:	