

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	Environment Agency (the Buyer). Its offices are on: Seacole Block, 2 Marsham Street, London, SW1P 4DF.
2. Supplier	<div> <div>Name:</div> <div>Bond Solon</div> </div> <div> <div>Address:</div> <div>10 Whitechapel High Street, London, E1 8QS</div> </div> <div> <div>Registration number:</div> <div>02271977</div> </div>
3. Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables, being National Enforcement Training – Lot 6: Financial and Fraud Investigations - see Schedule 2 (Specification) for full details.</p> <p>This opportunity is advertised in this Contract Notice in Find A Tender, reference 2024/S 000-000805 (FTS Contract Notice).</p>
4. Contract reference	C24967
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	<p>The Financial Transparency Objectives do not apply to this Contract.</p> <p>See Clause 6.3 for further details.</p>
8. Start Date	19 June 2024

9.	Expiry Date	18 June 2029
10.	Extension Period	Not applicable
11.	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.
12.	Incorporated Terms (together these documents form the " this Contract ")	<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"> (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): <ul style="list-style-type: none"> (i) Schedule 2 (Specification) (ii) Schedule 3 (Charges) (iii) Schedule 5 (Commercially Sensitive Information) (iv) Schedule 7 (Staff Transfer) (v) Schedule 10 (Service Levels) (vi) Schedule 11 (Continuous Improvement) (vii) Schedule 14 (Business Continuity and Disaster Recovery) (viii) Schedule 21 (Variation Form) (ix) Schedule 22 (Insurance Requirements) (x) Schedule 25 (Rectification Plan) (xi) Schedule 26 (Sustainability) (xii) Schedule 29 (Key Supplier Staff) (xiii) Schedule 30 (Exit Management) (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.
13. Special Terms	<p>Special Term 1 – Indexation</p> <p>13.1 Any amounts or sums in this Contract which are expressed to be “subject to Indexation” shall be adjusted in accordance with the provisions of this Paragraph 13 to reflect the effects of inflation.</p> <p>13.2 Where Indexation applies, the relevant adjustment shall be: (a) applied on the 20/06/2025 and on the 20 June in each subsequent year (each such date an “adjustment date”); and (b) determined by multiplying the relevant amount or sum by the percentage increase or changes in the Services Producer Price Inflation Index for other costs quoted by the Supplier in their Tender published for the 12 months ended on the 19 June immediately preceding the relevant adjustment date.</p> <p>13.3 Except as set out in this Paragraph 13, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or subcontractors of the performance of their obligations.</p>	
		N/A
		N/A
14. Buyer’s Environmental Policy	The Environment Agency: Reaching net zero by 2030 available online at: The Environment Agency: Reaching net zero by 2030 (publishing.service.gov.uk)	
15. 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)	

16.	Buyer's Security Requirements and Security and ICT Policy	N/A
17.	Charges	<p>The total fixed cost for the Contract will not exceed £450,000 excluding VAT and the Supplier costs will be as detailed in Schedule 3 (Charges) and as detailed in the Supplier's tender submission.</p> <p>The Buyer offers no guarantee of any minimum levels of work over the life of the Contract.</p> <p>Indexation is applicable as detailed in Schedule 3 (Charges)</p> <p>Details in Schedule 3 (Charges)</p>
18.	Estimated Year 1 Charges	Not known
19.	Reimbursable expenses	None
20.	Payment method	<p>The Buyer's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p><u>APinvoices-ENV-U@gov.sscl.com</u></p> <p>Alternatively, you may post to:</p> <p>SSCL (Environment Agency)</p> <p>PO Box 797</p> <p>Newport</p> <p>Gwent</p> <p>NP10 8FZ</p>
21.	Service Levels	<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 60 Month(s)</p> <p>A Critical Service Level Failure is: 79% and lower for responsiveness when providing new course dates and for adaptability to changing requirements. 59% and lower for interactivity of training.</p>

22.	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 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>
23.	Cyber Essentials Certification	Not required.
24.	Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer monthly.</p> <p>The Supplier shall provide the Buyer with Progress Reports monthly.</p>
25.	Guarantor	Not applicable
26.	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 two (2) months.
27.	Supplier's Contract Manager	<div>██████████</div> <div>██████████████████</div>
28.	Supplier Authorised Representative	<div>██████████</div> <div>██████████████████</div>
29.	Supplier Compliance Officer	<div>██████████</div> <div>██</div>

30.	Supplier Data Protection Officer	dataprotection@wilmingtonplc.com [REDACTED]
31.	Supplier Marketing Contact	N/A
32.	Key Subcontractors	N/A
33.	Buyer Authorised Representative	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

