

[Subject to Contract]
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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.

1.	Buyer	UK Research and Innovation (UKRI) (the Buyer). Its offices are at: Polaris House, North Star Avenue, Swindon, SN2 1FF
2.	Supplier	Name: <i>[Insert name (registered name if registered)]</i> Address: <i>[Insert address registered address if registered]</i> Registration number: <i>[Insert registration number if registered]</i> SID4GOV ID: <i>[Insert SID4GOV ID if you have one]</i>
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity is advertised in the Contract Notice in Find A Tender, reference <i>PS22290 Provision of Legal Services</i> (FTS Contract Notice).
4.	Contract reference	<i>PS22290 Provision of Legal Services</i>
5.	Deliverables	<i>Provision of Legal Services</i> See Schedule 2 (Specification) for further details.
6.	Buyer Cause	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 the Contract and in respect of which the Buyer is liable to the Supplier.
7.	Collaborative working principles	The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details.
8.	Financial Transparency Objectives	The Financial Transparency Objectives apply to this Contract. See Clause 6.3 for further details.
9.	Start Date	1 st December 2022 (on condition of a signed Contract)

[Subject to Contract]
Award Form
Crown Copyright 2022

10.	Expiry Date	30th November 2029
11.	Extension Period	Not applicable
12.	Ending the Contract without a reason	<p>The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.</p> <p>Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 90 days.</p>
13.	Incorporated Terms (together these documents form the " the Contract ")	<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"> a) This Award Form b) Core Terms c) Schedule 1 (Definitions) d) Schedule 6 (Transparency Reports) e) Schedule 20 (Processing Data) f) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> a. Schedule 2 (Specification) b. Schedule 3 (Charges) c. Schedule 5 (Commercially Sensitive Information) d. schedule 7 (Staff Transfer) e. Schedule 11 (Continuous Improvement) f. Schedule 16 (Security) g. Schedule 21 (Variation Form) h. Schedule 22 (Insurance Requirements) i. Schedule 25 (Rectification Plan) j. Schedule 26 (Sustainability)
14.	Special Terms	Special Term 1 – N/A
15.	Sustainability	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).

[Subject to Contract]
Award Form
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16.	Buyer's Environmental Policy	[TBC]
17.	Social Value Commitment	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.	Buyer's Security Policy	Schedule 16 (Security)
19.	Commercially Sensitive Information	Supplier's Commercially Sensitive Information: Schedule 5 (Commercially Sensitive Information)
20.	Charges	Details in Schedule 3 (Charges)
21.	Reimbursable expenses	Recoverable as set out in Schedule 3 (Charges)]
22.	Payment method	<p>The Supplier shall submit an invoice within 28 days of supplying the Supplies and or performing Services to the satisfaction of the Contracting Authority. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, the Contracting Authority shall pay the Contractor within 30 days of receipt of an invoice via BACS payment.</p> <p>Invoices should be sent to Accounts Payable by email accounts@innovateuk.ukri.org</p>
23.	Service Levels	Not applicable
24.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
25.	Liability	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 £5 million
26.	Cyber Essentials Certification	Not required
27.	Progress Meetings and Progress Reports	The Supplier shall provide the Buyer with Progress Reports every quarter

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28.	Guarantee	Not applicable
29.	Virtual Library	Not applicable
30.	Supplier Contract Manager	[TBC]
31.	Supplier Authorised Representative	[TBC]
32.	Supplier Compliance Officer	[TBC]
33.	Supplier Data Protection Officer	[TBC]
34.	Supplier Marketing Contact	[TBC]
35.	Key Subcontractors	<p>Key Subcontractor 1 [TBC]</p> <p>Name (Registered name if registered): [insert name]</p> <p>Registration number (if registered): [insert number]</p> <p>Role of Subcontractor: [insert role]</p> <p>[Guidance: copy above lines as needed]</p>
36.	Buyer Authorised Representative	[TBC]

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	