

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	<p>THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS (acting through the ENVIRONMENT AGENCY (EA)) (the Buyer).</p> <p>Its offices are at: Seacole Building, 2 Marsham Street, London. SW1P 4DF</p>
2. Supplier	<p>Name: Agilent Technologies LDA UK Ltd</p> <p>Address: 5500 Lakeside Cheadle Royal Business Park Cheshire SK8 3GR</p> <p>Registration number: 08815891</p>
3. Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables, being the provision of a proactive and reactive repair and maintenance service of laboratory equipment - see Schedule 2 (Specification) for full details.</p> <p>This opportunity is advertised in this Contract Notice in Find A Tender, reference 2024/S 000-002529 (FTS Contract Notice).</p>
4. Contract reference	Project C22503
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	The Collaborative Working Principles do not apply to this Contract.
7. Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract.

8. Start Date	1 October 2024
9. Expiry Date	30 September 2028
10. Extension Period	<p>The Buyer can extend the Contract Period for up to 4 years in 24 month instalments;</p> <ol style="list-style-type: none"> 1) 1 October 2028 – 30 September 2030 2) 1 October 2030 – 30 September 2032 <p>The Buyer can extend the Contract Period by giving the Supplier not less than 3 months' written notice before the Contract expires.</p>
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> <ol 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 1 (Definitions) (e) Schedule 6 (Transparency Reports) (f) Schedule 20 (Processing Data) (g) The following Schedules (in equal order of precedence): <ol style="list-style-type: none"> (i) Schedule 2 (Specification) (ii) Schedule 3 (Charges) (iii) Schedule 5 (Commercially Sensitive Information) (iv) Schedule 8 (Implementation Plan) (v) Schedule 10 (Service Levels) (vi) Schedule 12 (Benchmarking) (vii) Schedule 13 (Contract Management) (viii) Schedule 14 (Business Continuity and Disaster Recovery) (ix) Schedule 18 (Supply Chain Visibility) (x) Schedule 21 (Variation Form)

		<p>(xi) Schedule 22 (Insurance)</p> <p>(xii) Schedule 25 (Rectification Plan)</p> <p>(xiii) Schedule 26 (Sustainability)</p> <p>(xiv) Schedule 27 (Key Subcontractors)</p> <p>(xv) Schedule 29 (Key Supplier Staff)</p> <p>(xvi) Schedule 30 (Exit Management)</p> <p>(h) 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>
13.	Special Terms	<p>Special Term 1: In this Contract:</p> <ul style="list-style-type: none"> Core Terms shall be amended and replaced with the document set out in Appendix 4 to this Contract Award Form. Schedule 8 (Implementation Plan & Testing) shall be amended and replaced with the document set out in Schedule 8 (Implementation Plan) to this Contract Award Form.
14.	Buyer's Environmental Policy	https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs
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 provide the Social Value Reports as set out in Schedule 26 (Sustainability)
16.	Buyer's Security Requirements and Security and ICT Policy	Not applicable
17.	Charges	Details in Schedule 3 (Charges)
18.	Reimbursable expenses	None
19.	Payment method	As set out in the Core Terms and Schedule 3 (Charges)
20.	Service Levels	Service Credits will accrue in accordance with Schedule 10 (Service Levels)

		<p>The Service Credit Cap is: 5% of the total annual charges</p> <p>The Service Period: One Month</p> <p>A Critical Service Level Failure: a failure to meet the KPI 1 target in relation to Critical Service Level.</p>
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 the greater of £3 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 £3 million.</p>
22.	Cyber Essentials Certification	Not applicable
23.	Progress Meetings and Progress Reports	See Schedule 13 (Contract Management)
24.	Guarantor	Not applicable
25.	Virtual Library	Not applicable
26.	Supplier's Contract Manager	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
27.	Supplier Authorised Representative	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
28.	Supplier Compliance Officer	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

29.	Supplier Data Protection Officer	<div style="background-color: black; height: 15px; width: 300px; margin-bottom: 5px;"></div>
30.	Supplier Marketing Contact	<div style="background-color: black; height: 15px; width: 100px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 250px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 220px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 120px; margin-bottom: 5px;"></div>
31.	Key Subcontractors	<p>Key Subcontractor 1</p> <div style="background-color: black; height: 15px; width: 450px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 250px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 300px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 500px; margin-bottom: 5px;"></div> <p>Key Subcontractor 2</p> <div style="background-color: black; height: 15px; width: 320px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 300px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 450px; margin-bottom: 5px;"></div> <p>Key Subcontractor 3</p> <div style="background-color: black; height: 15px; width: 320px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 280px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 450px; margin-bottom: 5px;"></div> <p>Key Subcontractor 4</p> <div style="background-color: black; height: 15px; width: 380px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 300px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 450px; margin-bottom: 5px;"></div> <p>Key Subcontractor 5</p> <div style="background-color: black; height: 15px; width: 320px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 300px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 450px; margin-bottom: 5px;"></div>
32.	Buyer Authorised Representative	<div style="background-color: black; height: 15px; width: 150px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 220px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 480px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 250px; margin-bottom: 5px;"></div>

Execution of this Contract is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The revised Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority's electronic contract management system ("Atamis").

Authority Signature:

Supplier Signature: