

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>Department of Environment, Food and Rural Affairs</p> <p>Seacole Building</p> <p>2 Marsham St</p> <p>London</p> <p>SW1P 4DF</p>
2.	Supplier	<p>Name: Skyguard (trading as Peoplesafe)</p> <p>Address: Emerald House, East Street, Epsom, Surrey KT17 1HS</p> <p>Registration number: 12011421</p> <p>SID4GOV ID: 549844</p>
3.	Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables, being Lone Worker Protection Services - see Schedule 2 (Specification) for full details.</p> <p>This opportunity is advertised in this Contract Notice in Find A Tender, reference 2024/S 000-024533 (FTS Contract Notice).</p>

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4.	Contract reference	C28084
5.	Buyer Cause	<p>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.</p> <p>See Clause 5 for further details.</p>
6.	Collaborative working principles	<p>The Collaborative Working Principles 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>

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8.	Start Date	1 st March 2025
9.	Expiry Date	3 years from Start Date
10.	Extension Period	Further period up to 2 years in 1 + 1 increments Extension exercised where the Buyer gives the Supplier no less than 3 Months written notice before this Contract expires.
11.	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 ninety (90) days.
12.	Incorporated Terms	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:
	(together these documents form	(a) This Award Form

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	the " this Contract ")	<p>(b) Any Special Terms (see Section 14 (Special Terms) in this Award Form)</p> <p>(c) Core Terms</p> <p>(d) Schedule 36 (Intellectual Property Rights)</p> <p>(e) Schedule 1 (Definitions)</p> <p>(f) Schedule 6 (Transparency Reports)</p> <p>(g) Schedule 20 (Processing Data)</p> <p>(h) The following Schedules (in equal order of precedence):</p> <ul style="list-style-type: none"> . Schedule 2 (Specification) . Schedule 3 (Charges) . Schedule 5 (Commercially Sensitive Information) . Schedule 7 (Staff Transfer) . Schedule 8 (Implementation Plan & Testing) . Schedule 10 (Service Levels) . Schedule 11 (Continuous Improvement) . Schedule 13 (Contract Management) . Schedule 16 (Security) . Schedule 17 (Service Recipients) . Schedule 19 (Cyber Essentials Scheme) . Schedule 21 (Variation Form) . Schedule 22 (Insurance Requirements) . Schedule 25 (Rectification Plan) . Schedule 26 (Sustainability) . Schedule 28 (ICT Services)
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			<p style="text-align: center;">Schedule 30 (Exit Management)</p> <hr/> <p>(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.</p> <hr/> <p>Additional Terms:</p> <p><i>For the duration of the Agreement and for a period of twelve (12) months thereafter, neither the Buyer nor the Supplier shall employ or offer employment to any of the other Party's staff and sub-contractors who have been associated with the procurement and/or the contract management of the Services without that other Party's prior written consent. However this Clause shall not preclude the Buyer and Supplier's rights to: (i) make generalised searches for employees by the use of advertisements in the media (including by any recruitment agency); (ii) hire any employee of Buyer who approaches the Supplier on an unsolicited basis; (iii) hire any employee of Supplier who approaches the Buyer on an unsolicited basis; (iv) solicit for employment or hire any such employee who ceases to be employed by Buyer; or (v) solicit for employment or hire any such employee who ceases to be employed by Supplier.</i></p> <hr/>
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13.	Special Terms	Not applicable
14.	Buyer's Environmental Policy	25 Year Environment Plan - 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	<p>Security Requirements: as set out in Schedule 16 (Security).</p> <p>Security Policy and ICT Policy:</p> <p><i>The Supplier must comply with the following Defra Group Security and ICT policies where relevant to the service provided. Policies will be amended and updated over the period of the contract and Suppliers are required to comply with any revised policies relevant to the service provided that are issued :</i></p>

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		<p><i>Defra Group Acceptable Use Policy v8.1</i></p> <p><i>Defra Group Access Control Policy v0.9a</i></p> <p><i>Defra Group Business Continuity Policy v0.1</i></p> <p><i>Defra Group Classification Policy v1.1</i></p> <p><i>Defra Group Data Loss Prevention Policy v1.1</i></p> <p><i>Defra Group ICT Technical Vulnerability Management Policy v2.6</i></p> <p><i>Defra Group Info Systems Acquisition Dev and Maintenance Policy v6.0</i></p> <p><i>Defra Group Information Assurance and Security policy Governance v8.0</i></p> <p><i>Defra Group Information Risk Policy v11.0</i></p> <p><i>Defra Group Offshoring Security Policy v0.6</i></p> <p><i>Defra Group Password Policy v0.18</i></p> <p><i>Defra Group Personnel Security Policy v2.0</i></p> <p><i>Defra Group Physical Security Policy v0.2</i></p> <p><i>Defra Group Protective Monitoring Policy v1.0</i></p> <p><i>Defra Group Removable Media Policy v0.6</i></p> <p><i>Defra Group Security Clear Desk and Clear Screen Policy v9.0</i></p> <p><i>Defra Group Security Incident Response Management Policy v8.1</i></p> <p><i>DgS Compliance and Assurance Policy v8.0</i></p> <p><i>DgS Cyber and IT Security Assurance Policy v1.1</i></p> <p><i>For additional information see:</i></p> <p><i>Security policy framework - GOV.UK</i></p>
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		<p>For the purposes of Schedule 16 (Security) the Supplier is required to comply with the Security Policy.</p> <p>For the purposes of Supplier Staff vetting, the Supplier is required to comply with the Security Policy.</p> <p>For the purposes of Schedule 16 (Security) the Supplier is required to comply with the ICT Policies.</p> <p>For the purposes of Schedule 28 (ICT) Supplier is required to comply with the ICT Policies.</p>
17.	Charges	<div style="background-color: black; width: 100%; height: 100%;"></div> <p>Consumer Price 12 month rate is applicable as detailed in Schedule 3 (Charges)</p> <p>Details in Schedule 3 (Charges)</p>
18.	Estimated Year 1 Charges	<p>Estimated Year 1 Charges</p> <p>£ [REDACTED]</p> <p>Price subject to volumetric changes</p>
19.	Reimbursable expenses	None

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20.	Payment method	<p>Invoices will be sent quarterly, separately to each organisation under individual account reference numbers.</p> <p>Invoices will be managed by the following representatives from each organisation:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
		<p>Invoices must include the Purchase Order number, a breakdown of the services being invoiced for and the contract reference number.</p>
21.	Service Levels	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels)</p> <p>The Service Credit Cap is: 50% of the monthly recurring charge</p> <p>The Service Period is – See Schedule 10 Annex A to Part A: Service Levels and Service Credits Table</p> <p>A1: Key service level performance and measures</p>

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		A Critical Service Level Failure is: where every service level detailed in Schedule 10 is not met in 3 consecutive months.
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 £1m or 125% of the contract value whichever the greater.</p>
23.	Cyber Essentials Certification	<ul style="list-style-type: none"> • Cyber Essentials Scheme Plus Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)
24.	Progress Meetings and	The Supplier shall attend Progress Meetings with the Buyer every month

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	Progress Reports	The Supplier shall provide the Buyer with Progress Reports every month
25. Guarantor		Not applicable
26. Virtual Library		In accordance with Paragraph 2.2. of Schedule 30 (Exit Management)
		<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 twelve (12) months.
27. Supplier's Contract Manager		<div>██████████</div> <div>████████████████████</div> <div>████████████████████████████████</div> <div>██████████████</div>

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28.	Supplier Authorised Representative	<div>██████████</div> <div>████████████████████</div> <div>████████████████████████████</div> <div>██████████</div>
29.	Supplier Compliance Officer	<div>██████████</div> <div>████████████████████████████</div> <div>████████████████████████████</div> <div>██████████</div>
30.	Supplier Data Protection Officer	<div>██████████</div> <div>████████████████████████████</div> <div>████████████████████████████</div> <div>██████████</div>
31.	Supplier Marketing Contact	<div>██████████</div> <div>████████████████████</div> <div>██████████</div>

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32.	Key Subcontractors	Not applicable
33.	Buyer Authorised Representative	<div></div> <div></div> <div></div> <div></div>

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<div></div>	Signature:	<div></div>
Name:	<div></div>	Name:	<div></div>

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Role:		Role:	
Date:		Date:	

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