

Award Form


C25685 – Direct Measurement of Landfill Methane Emissions 2

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	Defra (the Buyer). Its offices are 1 st Floor Seacole Building, 2 Marsham Street London, SW1P 4DF
2.	Supplier	Name: NPL Management Limited Address: Hampton Road, Teddington Middlesex TW11 0LW Registration number: GB 200 4291 66
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables as outlined in the Specification.
4.	Contract reference	C25685
5.	Buyer Cause	Any breach of: <ul style="list-style-type: none">• Buyer to provide timely input and feedback where necessary and as set out in the Contract• Buyer to provide sign off and Approval where necessary (not to be unreasonably withheld or delayed) And the Buyer shall have no obligation to perform any obligations placed on it in Schedule 2 (Specification) or Schedule 4 (Tender) unless they are specifically identified above.
6.	Collaborative working principles	The Collaborative Working Principles do not apply to this Contract.

7.	Financial Transparency Objectives	The Financial Transparency Objectives apply to this Contract. See Clause 6.3 for further details.
8.	Start Date	30 th August 2024
9.	Expiry Date	31 st March 2026
10.	Extension Period	Not applicable
11.	Break Point	This Contract will be subject to review annually, at a break point in February 2025, when the Authority may decide to continue, vary the scope, or terminate the Contract.
12.	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.
13.	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 10 (Service Levels) (v) Schedule 11 (Continuous Improvement) (vi) Schedule 13 (Contract Management) (vii) Schedule 14 (Business Continuity and Disaster Recovery) (viii) Schedule 16 (Security)

		<ul style="list-style-type: none"> (ix) Schedule 21 (Variation Form) (x) Schedule 22 (Insurance Requirements) (xi) Schedule 25 (Rectification Plan) (xii) Schedule 26 (Sustainability) (xiii) Schedule 27 (Key Subcontractors) (xiv) Schedule 29 (Key Supplier Staff) (xv) Schedule 30 (Exit Management) <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>
14.	Special Terms	Special terms 1 - N/A
15.	Buyer's Environmental Policy	https://www.gov.uk/government/publications/environmental-improvement-plan https://www.gov.uk/government/collections/greening-government-commitments
16.	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)
17.	Buyer's Security Policy Requirements and Security and ICT Policy	Schedule 16 (Security)
18.	Charges	The total fixed cost will not exceed £1,453,251 excluding VAT and the Suppliers cost will be as detailed in Schedule 3 Details (Charges)
19.	Actual Year 1 Charges	

	(FY24/25)	
20.	Reimbursable expenses	Recoverable as set out in Schedule 3 (Charges)
21.	Payment method	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 150px; height: 80px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 200px; height: 20px;"></div> <p>Note: Payment will be BACS by default, unless the Supplier advises otherwise.</p> <p>The standard process for invoice submission is that the contract invoice document is emailed direct to SSCL.</p> <p>All invoices submitted must quote a valid SOP iProcurement purchase order number and must be submitted using the correct sort reference or email address.</p>
22.	Service Levels	Service Credits will accrue in accordance with Schedule 10 Service Levels
23.	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>
24.	Cyber Essentials Certification	Not required
25.	Progress Meetings and Progress Reports	<div style="background-color: black; width: 500px; height: 30px; margin-bottom: 10px;"></div> <p>as set out in Schedule 13 - Contract Management.</p> <p>The Supplier shall provide the Buyer with Progress Reports, as set out in the deliverables and outlined in the Schedule 2 - Specification</p>

26.	Guarantor	Not applicable
27.	Virtual Library	Not applicable
28.	Supplier's Contract Manager	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
29.	Supplier Authorised Representative	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
30.	Supplier Compliance Officer	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
31.	Supplier Data Protection Officer	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
32.	Supplier Marketing Contact	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
33.	Key Subcontractors	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

		<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>
34.	Buyer Authorised Representative	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>

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