



Award Form



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	<p>Centre for Connected and Autonomous Vehicles (CCAV), Department For Transport, on behalf of the Secretary of State for Transport</p> <p>Its offices are on: Department for Transport Great Minster House 33 Horseferry Road London SW1P 4DR</p>
2.	Supplier	<p>Name: <i>NPL Management Limited</i></p> <p>Address: Hampton Rd, Teddington, Middlesex, TW11 0LW, UK</p> <p>Registration number: 02992144</p> <p>SID4GOV ID: n/a</p>
3.	Contract	<p>This Contract between the Buyer and the Supplier is for Sensor Assurance Framework 2022/23.</p>



4.	Contract reference	TFTS1009
5.	Deliverables	<p>Operating testing of automated vehicles at the Cardington testbed site.</p> <p>Testing of the extent to which weather conditions impact on sensor performance and, and the recording of data from this testing. This is only applicable to the weather conditions that can be experienced at the Cardington testbed through the period of the testing (ending March 2023).</p> <p>Utilising the new data that is captured to build on the previous data collected in the 2021/22 financial year period where a range of weather conditions that can be experienced at this site.</p> <p><i>See Schedule 2 (Specification) for further details.</i></p>
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	<p>The Collaborative Working Principles apply to this Contract.</p> <p>See Clause 3.1.3 for further details.</p>
8.	Financial Transparency Objectives	<p>The Financial Transparency Objectives do not apply to this Contract.</p> <p>See Clause 6.3 for further details.</p>
9.	Start Date	<i>1st July 2022</i>
10.	End Date	<i>31st March 2023</i>
11.	Extension Period	Not applicable
12.	Ending the Contract without a reason	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.



<p>13. Incorporated Terms (together these documents form the "the Contract")</p>	<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) 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"> a. Schedule 2 (Specification) b. Schedule 3 (Charges) c. Schedule 5 (Commercially Sensitive Information) d. Schedule 21 (Variation Form) e. Schedule 22 (Insurance Requirements) f. Schedule 25 (Rectification Plan) g. Schedule 26 (Sustainability) i) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer), in which case that aspect of the Tender will take precedence over the documents above. <p>Schedules can be found at the bottom of this award form.</p>
<p>14. Special Terms</p>	<p>Regarding Clause 6.5 in the Mid -Tier Terms;</p> <ul style="list-style-type: none"> • The Buyer will endeavour to ensure that the Supplier is provided with reasonable notice to allow any Auditor access to their premises.



15.	Sustainability	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).
16.	Buyer's Environmental Policy	N/A
17.	Social Value Commitment	N/A
18.	Buyer's Security Policy	N/A
19.	Commercially Sensitive Information	N/A See Schedule 5 for more details
20.	Charges	Total Fixed cost is £430,000 (exc VAT) Details in Schedule 3 (Charges)
21.	Reimbursable expenses	None
22.	Payment method	Suppliers must be in possession of a Purchase Order (PO), before submitting their invoice. The PO Number for this contract will be provided to you at the start of the contract. You must quote the aforementioned PO number on all invoices, and these must be submitted directly to: Accounts Payable, Shared Services arvato, 5 Sandringham Park, Swansea Vale, Swansea SA7 0EA or REDACTED



		<p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section:</p> <p>REDACTED</p>
23.	Service Levels	N/A
24.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
25.	Liability	<p>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 the greater of £5 million.</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 £1 million.</p>
26.	Cyber Essentials Certification	N/A
27.	Progress Meetings and Progress Reports	<ul style="list-style-type: none"> • The Supplier shall attend Progress Meetings with the Buyer every Month • The Supplier shall provide the Buyer with Progress Reports every Month
28.	Guarantee	N/A
29.	Virtual Library	N/A



30.	Supplier Contract Manager	REDACTED
31.	Supplier Authorised Representative	REDACTED
32.	Supplier Compliance Officer	N/A
33.	Supplier Data Protection Officer	REDACTED
34.	Supplier Marketing Contact	N/A
35.	Key Subcontractors	N/A
36.	Buyer Authorised Representative	REDACTED

For and on behalf of the Supplier:

For and on behalf of the Buyer:



Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	REDACTED	Role:	REDACTED
Date:	15/03/2023	Date:	15/03/2023

Schedules

Schedule 1 Definitions



TFTS1009
Mid-Tier_-_Schedule_

Schedule 2 Specification



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Schedule 3 Charges



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Schedule 4 Tender



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Schedule 5 Commercially Sensitive Information



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Schedule 6 Transparency Reports



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Schedule 20 Processing Data



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Schedule 21 Variation Form



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Schedule 22 Insurance



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Schedule 25 Rectification Plan



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Schedule 26 Sustainability



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Schedule 36 IPR



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