

## 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.	<b>Buyer</b>	Environment Agency (the Buyer). Its offices are on: Seacole Block, 2 Marsham Street, London, SW1P 4DF.
2.	<b>Supplier</b>	Name: Red Snapper Learning Ltd Address: 10 Alie Street, London, E1 8DE Registration number: 05943738
3.	<b>Contract</b>	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being National Enforcement Training in the areas of Core Investigative Skills, Covert Investigations and Surveillance, Intelligence, Dealing with Hostile Situations, and Conflict Handling and Resolution - see Schedule 2 (Specification) for full details.  This opportunity is advertised in this Contract Notice in Find A Tender, reference 2024-450016 (FTS Contract Notice).
4.	<b>Contract reference</b>	<b>C24966</b>
5.	<b>Buyer Cause</b>	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.	<b>Collaborative working principles</b>	The Collaborative Working Principles do not apply to this Contract.  See Clause 3.1.3 for further details.
7.	<b>Financial Transparency Objectives</b>	The Financial Transparency Objectives do not apply to this Contract.  See Clause 6.3 for further details.

8.	<b>Start Date</b>	19 June 2024
9.	<b>Expiry Date</b>	18 June 2029
10.	<b>Extension Period</b>	Not applicable
11.	<b>Ending this Contract without a reason</b>	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.
12.	<b>Incorporated Terms</b> (together these documents form the " <b>this Contract</b> ")	<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"> <li>(a) This Award Form</li> <li>(b) Any Special Terms (see <b>Section 14 (Special Terms)</b> in this Award Form)</li> <li>(c) Core Terms</li> <li>(d) Schedule 36 (Intellectual Property Rights)</li> <li>(e) Schedule 1 (Definitions)</li> <li>(f) Schedule 6 (Transparency Reports)</li> <li>(g) Schedule 20 (Processing Data)</li> <li>(h) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> <li>(i) Schedule 2 (Specification)</li> <li>(ii) Schedule 3 (Charges)</li> <li>(iii) Schedule 5 (Commercially Sensitive Information)</li> <li>(iv) Schedule 7 (Staff Transfer)</li> <li>(v) Schedule 10 (Service Levels)</li> <li>(vi) Schedule 11 (Continuous Improvement)</li> <li>(vii) Schedule 14 (Business Continuity and Disaster Recovery)</li> <li>(viii) Schedule 21 (Variation Form)</li> <li>(ix) Schedule 22 (Insurance Requirements)</li> <li>(x) Schedule 25 (Rectification Plan)</li> <li>(xi) Schedule 26 (Sustainability)</li> <li>(xii) Schedule 29 (Key Supplier Staff)</li> <li>(xiii) Schedule 30 (Exit Management)</li> </ul> </li> </ul>

		(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.
13.	<b>Special Terms</b>	Special Term 1 – Indexation
		13.1 Any amounts or sums in this Contract which are expressed to be “subject to Indexation” shall be adjusted in accordance with the provisions of this Paragraph 13 to reflect the effects of inflation.
		13.2 Where Indexation applies, the relevant adjustment shall be: (a) applied on the 20/06/2025 and on the 20 June in each subsequent year (each such date an “adjustment date”); and (b) determined by multiplying the relevant amount or sum by the percentage increase or change in the Services Producer Price Inflation Index for other costs quoted by the Supplier in their Tender published for the 12 months ended on the 19 June immediately preceding the relevant adjustment date.
		13.3 Except as set out in this Paragraph 13, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or subcontractors of the performance of their obligations.
		N/A
		N/A
14.	<b>Buyer’s Environmental Policy</b>	The Environment Agency: Reaching net zero by 2030 available online at: <a href="https://publishing.service.gov.uk/2030">The Environment Agency: Reaching net zero by 2030 (publishing.service.gov.uk)</a>
15.	<b>Social Value Commitment</b>	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)
<b>16.</b>	<b>Buyer's Security Requirements and Security and ICT Policy</b>	N/A
<b>17.</b>	<b>Charges</b>	<p>The total fixed cost for the Contract will not exceed £4,050,000 excluding VAT and the Supplier costs will be as detailed in Schedule 3 (Charges) and as detailed in the Supplier's tender submission.</p> <p>The Buyer offers no guarantee of any minimum levels of work over the life of the Contract.</p> <p>Indexation is applicable as detailed in Schedule 3 (Charges)</p> <p>Details in Schedule 3 (Charges)</p>
<b>18.</b>	<b>Estimated Year 1 Charges</b>	N/A
<b>19.</b>	<b>Reimbursable expenses</b>	None
<b>20.</b>	<b>Payment method</b>	<p>The Buyer's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p><a href="mailto:APinvoices-ENV-U@gov.sscl.com">APinvoices-ENV-U@gov.sscl.com</a></p> <p>Alternatively, you may post to:</p> <p>SSCL (Environment Agency)</p> <p>PO Box 797</p> <p>Newport</p> <p>Gwent</p> <p>NP10 8FZ</p>
<b>21.</b>	<b>Service Levels</b>	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels).</p> <p>The Service Credit Cap is: 10% of the annual invoice value.</p> <p>The Service Period is 60 Month(s)</p> <p>A Critical Service Level Failure is: 79% and lower for responsiveness when providing new course dates and for</p>



<p>[REDACTED]</p>	<p>[REDACTED]</p>

