**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.

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|  | **Buyer** | The **HEALTH AND SAFETY EXECUTIVE** acting as part of the Crown (the Buyer).  Its offices are on: Redgrave Court, Merton Road, Bootle, Merseyside, L20 7HS |
|  | **Supplier** | |  | | --- | | Name: **THE UNIVERSITY OF MANCHESTER** | | Address: Oxford Road, Manchester M13 9PL | | Registration number: 04714889 | |
|  | **Contract** | This Contract between the Buyer and the Supplier is for the services detailed within Annex A (supplier bid) for full details.  This opportunity is advertised in this Contract Notice in Find A Tender, reference 2024/S 000-020314 (F15 Voluntary ex ante transparency notice). |
|  | **Contract reference** | **1.11.4.4637.** |
|  | **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. |
|  | **Collaborative working principles** | The Collaborative Working Principles apply to this Contract.  See Clause 3.1.3 for further details. |
|  | **Financial Transparency Objectives** | The Financial Transparency Objectives do not apply to this Contract. |
|  | **Start Date** | 30 June 2024 |
|  | **Expiry Date** | 30 June 2025 |
|  | **Extension Period** | Not applicable |
|  | **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 90 days.] |
|  | **Incorporated Terms**  (together these documents form the **"this Contract"**) | 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:  (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)  (h) The following Schedules (in equal order of precedence):   * 1. Schedule 2 (Specification)   2. Schedule 3 (Charges)   3. Schedule 13 (Contract Management)   4. Schedule 21 (Variation Form)   5. Schedule 29 (Key Supplier Staff)   6. Schedule 30 (Exit Management)   7. Schedule 32 (Background Checks)   8. Annex A (Supplier bid) |
|  | **Special Terms** | Not applicable |
|  | **Buyer’s Environmental Policy** | <https://www.hse.gov.uk/aboutus/howwework/framework/aa/environmental-policy.pdf> |
|  | **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 the buyer. |
|  | **Buyer’s Security Requirements and Security and ICT Policy** | <https://www.hse.gov.uk/privacy.htm> |
|  | **Charges** | Details in Schedule 3 (Charges) and Annex A (Supplier bid) |
|  | **Estimated Year 1 Charges** | £254,469.00 |
|  | **Estimated lifetime charges** | £254,469.00 |
|  | **Reimbursable expenses** | None |
|  | **Payment method** | All invoices raised must include the relevant Purchase Order number which will be issued by HSE Procurement Unit. Failure to include the Purchase Order Number may delay payment. Invoices should be submitted electronically in PDF format to [APinvoices-HAS-U@gov.sscl.com](mailto:APinvoices-HAS-U@gov.sscl.com)  For all payment related queries please call the Shared Services Connected Limited (SSCL) Contact Centre on 0345 241 5356 quoting the relevant Purchase Order number. In some instances HAS-finance-ap-enquiries@gov.sscl.com may be able to assist with payment queries.”  Invoices should also include details of work satisfactorily carried out and any VAT properly chargeable.  HSE shall make payment of agreed costs, in arrears, within 30 days of the acceptance of the invoice.  The supplier shall send a copy invoice along with details of any work satisfactory carried out to the buyers authorised representative identified below. |
|  | **Service Levels** | Not applicable |
|  | **Liability** | 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 £1,000,000.00 [£1million] or [150]% of the Estimated Yearly Charges]  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 £10,000,000.00 [£10million]  For the avoidance of doubt, liability for either Party under this Clause 23 will not extend to indirect or consequential losses, including but not limited to loss of profits. |
|  | **Cyber Essentials Certification** | Not required |
|  | **Progress Meetings and Progress Reports** | * The Supplier shall attend Progress Meetings with the Buyer every quarter on the first day of the first month of the quarter. * The Supplier shall provide the Buyer with Progress Reports as detailed in Annex A (Supplier bid). |
|  | **Guarantor** | Not applicable |
|  | **Virtual Library** | Not applicable |
|  | **Supplier’s**  **Contract**  **Manager** | ***Personal Information Redacted*** |
|  | **Supplier Authorised Representative** | ***Personal Information Redacted*** |
|  | **Supplier Compliance Officer** | Not applicable |
|  | **Supplier Data Protection Officer** | ***Personal Information Redacted*** |
|  | **Supplier Marketing Contact** | Not applicable |
|  | **Key Subcontractors** | Not Applicable |
|  | **Key personnel** | ***Personal Information Redacted*** |
|  | **Buyer Authorised Representative** | ***Personal Information Redacted*** |

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| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer** - acting as part of the Crown: | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

***\*Incorporated terms and Schedules***

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| Core Terms |  |
| Schedule 36 (Intellectual Property Rights) |  |
| Schedule 1 (Definitions) |  |
| Schedule 2 (Specification) | ***Commercially sensitive Information Redacted*** |
| Schedule 3 (Charges) | ***Commercially sensitive Information Redacted*** |
| Schedule 13 (Contract Management) |  |
| Schedule 21 (Variation Form) |  |
| Schedule 29 (Key Supplier Staff) | ***Personal Information Redacted*** |
| Schedule 30 (Exit Management) |  |
| Schedule 32 (Background Checks) |  |
| Annex A (Supplier bid) | ***Commercially sensitive Information Redacted*** |