**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.

|  |  |  |
| --- | --- | --- |
|  | **Buyer** | Driver and Vehicle Standards Agency (DVSA) on behalf of the Secretary of State for Transport (the Buyer).  Its Head office is at: **Driver and Vehicle Standards Agency   Berkeley House**  **Croydon Street  Bristol  BS5 0DA** |
|  | **Supplier** | |  |  | | --- | --- | | Name: | **King’s College London** | | Address: | **Strand, London WC2R 2LS** | | Registration number: | **XXXXXX redacted under FOIA section No 40** | | SID4GOV ID: | **N/A** | |
|  | **Contract** | This Contract between the Buyer and the Supplier is for the supply of Deliverables, being Tailored Executive Development - see Schedule 2 (Specification) for full details.  This opportunity is advertised in this Contract Notice in Find A Tender, reference 2024/S 000-012446 (FTS Contract Notice). |
|  | **Contract reference** | **K280021974** |
|  | **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 do not apply to this Contract. |
|  | **Financial Transparency Objectives** | The Financial Transparency Objectives do not apply to this Contract. |
|  | **Start Date** | 11 November 2024 |
|  | **Expiry Date** | 10 November 2027 |
|  | **Extension Period** | Two further periods of up to one year each **(3+1+1 years)**  Extension exercised where the Buyer gives the Supplier no less than three months written notice before this Contract expires |
|  | **Ending this Contract without a reason** | The Buyer shall be able to terminate this Contract in accordance with Clause 14.3. |
|  | **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:   1. This Award Form 2. Core Terms 3. Schedule 1 (Definitions) 4. Schedule 20 (Processing Data) 5. The following Schedules (in equal order of precedence):    1. Schedule 2 (Specification)    2. Schedule 3 (Charges)    3. Schedule 5 (Commercially Sensitive Information)    4. Schedule 6 (Transparency Reports)    5. Schedule 21 (Variation Form)    6. Schedule 22 (Insurance Requirements)    7. Schedule 25 (Rectification Plan)    8. Schedule 26 (Sustainability)    9. Schedule 36 (Intellectual Property Rights) 6. 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. |
|  | **Special Terms** | N/A |
|  | **Buyer’s Environmental Policy** | [DVSA sustainability strategy - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/dvsa-sustainability-strategy) |
|  | **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). |
|  | **Buyer’s Security Requirements and Security and ICT Policy** | Not applicable |
|  | **Charges** | Indexation is applicable as detailed in Schedule 3 (Charges)  Details in Schedule 3 (Charges) |
|  | **Estimated Year 1 Charges** | XXXXXX redacted under FOIA section No 43 |
|  | **Reimbursable expenses** | Recoverable as set out in Schedule 3 (Charges) |
|  | **Payment method** | Suppliers must be in possession of a written purchase order (PO), before commencing any work under this contract. The Purchase Order Number for this contract will be issued following contract award. You must quote the aforementioned PO number on all invoices, and these must be submitted as a PDF by email directly to [SSa.invoice@Ubusinessservices.co.uk](mailto:SSa.invoice@Ubusinessservices.co.uk).  While email is preferable, if you need to send documents by post, you should send to:  ***Unity Business Services (UBS)***  ***5 Sandringham Park,***  ***Swansea Vale,***  ***Swansea***  ***SA7 0EA***  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:  **support@Ubusinessservices.co.uk** |
|  | **Service Levels** | Performance Measures are included in Schedule 2: Specification |
|  | **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 **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 no more than 150% of the Estimated Yearly Charges. |
|  | **Cyber Essentials Certification** | Not required |
|  | **Progress Meetings and Progress Reports** | * The Supplier shall attend Progress Meetings with the Buyer every quarter. * The Supplier shall provide the Buyer with Progress Reports every quarter. |
|  | **Guarantor** | Not applicable |
|  | **Virtual Library** | Not applicable |
|  | **Supplier’s**  **Contract**  **Manager** | XXXXXX redacted under FOIA section No 40 Director of Custom Programmes XXXXXX redacted under FOIA section No 40  XXXXXX redacted under FOIA section No 40 |
|  | **Supplier Authorised Representative** | XXXXXX redacted under FOIA section No 40 Director of Professional Education XXXXXX redacted under FOIA section No 40 XXXXXX redacted under FOIA section No 40 |
|  | **Supplier Compliance Officer** | XXXXXX redacted under FOIA section No 40 University Secretary & Director of Assurance XXXXXX redacted under FOIA section No 40 |
|  | **Supplier Data Protection Officer** | XXXXXX redacted under FOIA section No 40 Director of Information Governance & Data Protection Officer XXXXXX redacted under FOIA section No 40 |
|  | **Supplier Marketing Contact** | XXXXXX redacted under FOIA section No 40 Head of Portfolio Marketing XXXXXX redacted under FOIA section No 40 |
|  | **Key Subcontractors** | **Key Subcontractor 1**  Name (Registered name if registered): **ChangeSchool Limited**  Registration number (if registered): **XXXXXX redacted under FOIA section No 40**  Role of Subcontractor: Will deliver Strategy Labs as part of the Deep Dive sessions, tutoring sessions and provide project management support.  XXXXXX redacted under FOIA section No 40 XXXXXX redacted under FOIA section No 40 Head of Global Partnerships, ChangeSchool London XXXXXX redacted under FOIA section No 40 |
|  | **Buyer Authorised Representative** | XXXXXX redacted under FOIA section No 40  Commercial Category Manager  XXXXXX redacted under FOIA section No 40  XXXXXX redacted under FOIA section No 40 |

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer** | |
| Signature: | XXXXXX redacted under FOIA section No 40 | Signature: | XXXXXX redacted under FOIA section No 40 |
| Name: | XXXXXX redacted under FOIA section No 40 | Name: | XXXXXX redacted under FOIA section No 40 |
| Role: | Director of Professional Education | Role: | Commercial Category Manager |
| Date: |  | Date: |  |