**Appendix 1 Part A - 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.

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|  | **Buyer** | DVLA on behalf of the Secretary of State for Transport (the Buyer)  Its offices are on:  *Driver and Vehicle Licensing Agency (DVLA)*  *Longview Road*  *Morriston*  *Swansea*  *SA6 7JL* |
|  | **Supplier** | |  |  | | --- | --- | | Name: | John Pye & Sons limited | | Address: | James Shipstone House, Radford Road, Nottingham, NG7 7EA | | Registration number: | 02564753 | | SID4GOV ID: | ***Public procurement organisation number (PPON) = PZCM-8439-TNCD*** | |
|  | **Contract** | This Contract between the Buyer and the Supplier is for the provision of personalised registration auction services - see Schedule 2 (Specification) [of the Core Terms] [appendix 2 of the ITT] for full details.  This opportunity is advertised in the Contract Notice in Find A Tender, reference 2024/S 000-025229 (FTS Contract Notice). |
|  | **Contract reference** | PS/24/48 |
|  | **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 the 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.  See Clause 3.1.3 for further details. |
|  | **Financial Transparency Objectives** | The Financial Transparency Objectives do not apply to this Contract.  See Clause 6.3 for further details. |
|  | **Start Date** | 01/04/2025 |
|  | **Expiry Date** | 30/09/2028 |
|  | **Extension Period** | The Buyer has the option to offer two separate extensions of 12 months each, up to a maximum of two years. |
|  | **Ending the Contract without a reason** | The Buyer shall be able to terminate the Contract in accordance with Clause 14.3. |
|  | **Incorporated Terms**  (together these documents form the **"the Contract"**) | The following documents are incorporated into the Contract. DVLA are not using any Schedules marked as N/A. If the documents conflict, the following order of precedence applies:   1. This Award Form 2. Any Special Terms (see **Section 13 (Special Terms)** in this Award Form) 3. Schedule 31 (Buyer Specific Terms) **N/A** 4. Core Terms 5. Schedule 36 (Intellectual Property Rights) 6. Schedule 1 (Definitions) 7. Schedule 6 (Transparency Reports) 8. Schedule 20 (Processing Data) 9. The following Schedules (in equal order of precedence):    1. Schedule 2 (Specification)    2. Schedule 3 (Charges)    3. Schedule 5 (Commercially Sensitive Information)    4. Schedule 7 (Staff Transfer)    5. Schedule 8 (Implementation Plan & Testing)    6. Schedule 9 (Installation Works)    7. Schedule 10 (Service Levels)    8. Schedule 11 (Continuous Improvement) **N/A**    9. Schedule 12 (Benchmarking) **N/A**    10. Schedule 13 (Contract Management)    11. Schedule 14 (Business Continuity and Disaster Recovery)    12. Schedule 15 (Minimum Standards of Reliability) **N/A**    13. Schedule 16 (Security)    14. Schedule 17 (Service Recipients) **N/A**    15. Schedule 18 (Supply Chain Visibility) **N/A**    16. Schedule 19 (Cyber Essentials Scheme)    17. Schedule 21 (Variation Form)    18. Schedule 22 (Insurance Requirements)    19. Schedule 23 (Guarantee)    20. Schedule 24 (Financial Difficulties)    21. Schedule 25 (Rectification Plan)    22. Schedule 26 (Sustainability)    23. Schedule 27 (Key Subcontractors)    24. Schedule 28 (ICT Services) **N/A**    25. Schedule 28A (Agile Development Additional Terms) **N/A**    26. Schedule 29 (Key Supplier Staff) **N/A**    27. Schedule 30 (Exit Management)    28. Schedule 32 (Background Checks) **N/A**    29. Schedule 33 (Scottish Law) **N/A**    30. Schedule 34 (Northern Ireland Law) **N/A**    31. Schedule 35 (Lease Terms) **N/A**    32. Schedule 37 (Corporate Resolution Planning Information) **N/A** 10. 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. |
|  | **Special Terms** |  |
|  | **Buyer’s Environmental Policy** | See Appendix 12 – DVLA Environmental Policy |
|  | **Social Value Commitment** | The Supplier agrees, in providing the Deliverables and performing its obligations under the 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) |
|  | **Buyer’s Security Requirements and Security and ICT Policy** | Security Requirements: as set out in Schedule 16 (Security) |
|  | **Charges** | Details in Schedule 3 (Charges) |
|  | **Reimbursable expenses** | None |
|  | **Payment method** | Details in 6.5 (Customer Payment Facilities and Banking Arrangements) of Schedule 2 (Specification). |
|  | **Service Levels** | Service Credits will accrue in accordance with Schedule 10 (Service Levels)  The Service Period is 1 Month  A Critical Service Level Failure is a failure of service level 1.1 - Provision of Online Auction Service during the live period of a Timed Online Auction |
|  | **Liability** | 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 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 million. |
|  | **Cyber Essentials Certification** | Cyber Essentials Scheme Basic or Plus Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme) |
|  | **Progress Meetings and Progress Reports** | * The Supplier shall attend Progress Meetings with the Buyer at least every week. * The Supplier shall provide the Buyer with Progress Reports at least every month. |
|  | **Guarantee** | Not applicable |
|  | **Virtual Library** | In accordance with Paragraph 2.2. of Schedule 30 (Exit Management)   * the period in which the Supplier must create and maintain the Virtual Library is as set out in that Paragraph; and * the Supplier shall update the Virtual Library every 6 months. |
|  | **Supplier**  **Contract**  **Manager** | XXXXXX “redacted under FOIA section No 40”  ***Government Contracts Manager***  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***  XXXXXX “redacted under FOIA section No 40”  XXXXXX “redacted under FOIA section No 40” |
|  | **Supplier Compliance Officer** | XXXXXX “redacted under FOIA section No 40”  ***Head of IT***  XXXXXX “redacted under FOIA section No 40”  XXXXXX “redacted under FOIA section No 40” |
|  | **Supplier Data Protection Officer** | XXXXXX “redacted under FOIA section No 40”  ***Head of Legal***  XXXXXX “redacted under FOIA section No 40”  XXXXXX “redacted under FOIA section No 40” |
|  | **Supplier Marketing Contact** | XXXXXX “redacted under FOIA section No 40”  ***Head of Marketing***  XXXXXX “redacted under FOIA section No 40”  XXXXXX “redacted under FOIA section No 40” |
|  | **Key Subcontractors** | Not applicable |
|  | **Buyer Authorised Representative** | XXXXXX “redacted under FOIA section No 40”  DVLA Personalised Registrations Sales Senior Manager  XXXXXX “redacted under FOIA section No 40”  XXXXXX “redacted under FOIA section No 40” |

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| **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 | Role: | Commercial Practitioner |
| Date: | 20/03/2025 | Date: | 20/03/2025 |