

NATIONAL PROFESSIONAL QUALIFICATIONS EXTERNAL MODERATOR

TERMS AND CONDITIONS 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	The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London, SW1P 3BT acting as part of the Crown (the Buyer).
2	Supplier	Tribal Education Ltd (4163300) whose registered office is at Kings Orchard, One Queen Street, Bristol, BS2 0HQ (the Supplier)
3	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity is advertised in the Contract Notice in the Find a Tender Service reference 2022/S 000-000128 (FTS Contract Notice).
4	Contract reference	Con_13877
5	Deliverables	To deliver external moderation of NPQ summative assessments. See Schedule 2 (Specification) for further details.
6	Start Date	01 May 2022
7	End Date	31 March 2026
8	Extension Period	01 April 2026 to 31 March 2027
9	Incorporated Terms Together these documents form the 'the Contract'	<p>The following documents are incorporated into the Contract. Where numbers are missing these Schedules are not being used.</p> <p>If the documents conflict, the following order of precedence applies:</p> <ol style="list-style-type: none"> 1. This Award Form 2. Any Special Terms (see Section 10 Special Terms in this Award Form) 3. Core Terms 4. Schedule 1 (Definitions) 5. Schedule 20 (Processing Data) 6. The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> • Schedule 2 (Specification) • Schedule 3 (Charges) • Schedule 5 (Commercially Sensitive Information) • Schedule 6 (Transparency Reports) • Schedule 7 (Staff Transfer) • Schedule 8 (Implementation Plan) • Schedule 10 (Service Levels) • Schedule 11 (Continuous Improvement)

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		<ul style="list-style-type: none"> • Schedule 13 (Contract Management) • Schedule 14 (Business Continuity and Disaster Recovery) • Schedule 16 (Security) • Schedule 18 (Supply Chain Visibility) • Schedule 19 (Cyber Essentials Scheme) • Schedule 20 (Processing Data) • Schedule 21 (Variation Form) • Schedule 22 (Insurance Requirements) • Schedule 24 (Financial Difficulties) • Schedule 27 (Key Subcontractors) • Schedule 28 (ICT Services) • Schedule 29 (Key Supplier Staff) • Schedule 30 (Exit Management) <p>7. Schedule 26 (Corporate Social Responsibility)</p> <p>8. Schedule 4 (Tender) as long as any part of the Tender that offers a better commercial position for the Buyer takes precedence over the documents above</p>
10	Special Terms	This Contract does not confer an exclusive right to supply the Services and the Department reserves the right at any time during the duration of the Contract to procure the same or similar Services via alternative provisions.
11	Buyer's Security Policy	Details in Schedule 16 (Security)
12	Social Value Commitment	<p>The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will develop a Social Value Plan setting out how it will comply with the social value commitments in Schedule 4 (Tender).</p> <p>The Department reserves the right to introduce a Service Level / KPI in relation to the Suppliers social value commitments.</p>
13	Commercially Sensitive Information	Details in Schedule 5 (Commercially Sensitive Information)
14	Charges	<p>The contract value is up to a maximum of £6,490,792 (ex-VAT) for the initial term covering the 2021/22, 2022/23 and 2023/24 academic year NPQ cohorts.</p> <p>For a cost breakdown, payment details and extension options refer to Schedule 3 (Charges).</p>
15	Reimbursable expenses	Not applicable
16	Payment method	Details in Schedule 3 (Charges)

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17	Service Levels	<p>Details in Schedule 10 (Service Levels)</p> <p>A Critical Service Failure is where:</p> <p>a) any 3 or more KPIs are not met in any single Reporting Period;</p> <p>b) any single KPI is not met for 3 consecutive Reporting Periods; or</p> <p>c) any single KPI is not met on 4 or more occasions.</p> <p>The Service Credit Cap is 5% of the annual contract value (per annum)</p>
18	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
19	Liability	In accordance with Clause 11.1 of the Core Terms 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.
20	Cyber Essentials Certification	<p>Cyber Essentials Scheme Basic Certificate (or equivalent).</p> <p>Details in Schedule 19 (Cyber Essentials Scheme)</p>
21	Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer every month.</p> <p>The Supplier shall provide the Buyer with Progress Reports every quarter.</p>
22	Guarantee	Not applicable.
23	Supplier Contract Manager	<div>██████████</div> <div>██████████</div> <div>██████████</div>
24	Supplier Authorised Representative	<div>██████████</div> <div>██████████</div> <div>██████████</div>
25	Supplier Compliance Officer	<div>██████████</div> <div>██████████</div> <div>██████████</div>
26	Supplier Data Protection Officer	<div>██████████</div> <div>██████████</div> <div>██████████</div>
27	Supplier Marketing Contact	<div>██████████</div> <div>██████████</div>

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28	Key Subcontractors	
29	Buyer Authorised Representatives	

Authorised to sign for and on behalf of Tribal Education

Signature:

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Name:

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Role:

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Date:

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Authorised to sign for and on behalf of the Secretary of State for Education

Signature:

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Name:

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Role:

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Date:

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