

# 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>	Food Standards Agency, acting as part of the Crown (the " <b>FSA</b> " or the " <b>Buyer</b> "). Its offices are on: Clive House 70 Petty France London SW19 9EX
2.	<b>Supplier</b>	Name: <b>E&amp;J (GB) Ltd</b> Address: <b>Century House, 1275 Century Way, Thorpe Park, Leeds. LS15 8ZB</b> Registration number: <b>10037065</b> SID4GOV ID: <b>N/A</b>
3.	<b>Contract</b>	This Contract between the Buyer and the Supplier is for the supply of Deliverables, namely the Delivery of Official Controls. See Schedule 2 (Specification) for full details of Deliverables. This opportunity is advertised in this Contract Notice in Find A Tender, reference <b>2024/S 000-011697</b> (FTS Contract Notice).
4.	<b>Contract reference</b>	<b>C325799</b> Delivery of Official Controls in Approved Establishments in England and Wales
5.	<b>Lot(s)</b>	<b>Lot 9</b>
6.	<b>Area(s)</b>	<b>Wales and West Area 4</b>
7.	<b>Buyer Cause</b>	A material and / or persistent breach by the Buyer of those obligations set out in Schedule 38 (Buyer Responsibilities). The Buyer shall have no obligation to perform any obligations placed on it in Schedule 2 (Specification) or Schedule 4 (Tender) unless they are specifically identified above.

<b>8.</b>	<b>Collaborative working principles</b>	The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details.
<b>9.</b>	<b>Financial Transparency Objectives</b>	The Financial Transparency Objectives apply to this Contract. See Clause 6.3 for further details.
<b>10.</b>	<b>Start Date</b>	31 March 2025
<b>11.</b>	<b>Expiry Date</b>	31 March 2030
<b>12.</b>	<b>Initial Period</b>	means the period starting on the Effective Date and ending on 31 March 2030
<b>13.</b>	<b>Extension Period</b>	Upon provision by the Buyer of no less than twenty-four (24) months' written notice prior to 31 March 2030, the Buyer may (in its sole discretion) extend the Initial Period by a period of two (2) years until 28 March 2032.
<b>14.</b>	<b>Ending this Contract without a reason</b>	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 six (6) Months.
<b>15.</b>	<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) Core Terms</li> <li>(c) Schedule 36 (Intellectual Property Rights)</li> <li>(d) Schedule 1 (Definitions)</li> <li>(e) Schedule 6 (Transparency Reports)</li> <li>(f) Schedule 20 (Processing Data)</li> <li>(g) 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 (Confidentiality and Commercially Sensitive Information)</li> <li>(iv) Schedule 7 (Staff Transfer)</li> <li>(v) Schedule 8 (Implementation Plan)</li> <li>(vi) Schedule 10 (Service Levels)</li> <li>(vii) Schedule 11 (Continuous Improvement)</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>(viii) Schedule 12 (Benchmarking)</li> <li>(ix) Schedule 13 (Contract Management)</li> <li>(x) Schedule 14 (Business Continuity and Disaster Recovery)</li> <li>(xi) Schedule 16 (Security)</li> <li>(xii) Schedule 18 (Supply Chain Visibility)</li> <li>(xiii) Schedule 19 (Cyber Essentials Scheme)</li> <li>(xiv) Schedule 21 (Variation Form)</li> <li>(xv) Schedule 22 (Insurance Requirements)</li> <li>(xvi) Schedule 23 (Guarantee)</li> <li>(xvii) Schedule 24 (Financial Difficulties)</li> <li>(xviii) Schedule 25 (Rectification Plan)</li> <li>(xix) Schedule 26 (Sustainability)</li> <li>(xx) Schedule 27 (Key Subcontractors)</li> <li>(xxi) Schedule 29 (Key Supplier Staff)</li> <li>(xxii) Schedule 30 (Exit Management)</li> <li>(xxiii) Schedule 32 (Background Checks)</li> <li>(xxiv) Schedule 37 (Corporate Resolution Planning Information)</li> <li>(xxv) Schedule 38 (Buyer Responsibilities).</li> </ul> <p>(h) 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.</p>
<b>16.</b>	<b>Special Terms</b>	N/A
<b>17.</b>	<b>Buyer's Environmental Policy</b>	<p>The Supplier shall, at all times during the Contract Period, comply with the Buyer's Sustainability Strategy (as may be updated from time to time), and as found at:</p> <p><a href="#">FSA Environmental Sustainability Strategy   Food Standards Agency</a></p>
<b>18.</b>	<b>Social Value Commitment</b>	<p>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).</p>
<b>19.</b>	<b>Buyer's Security Requirements</b>	<p><b>"Security Requirements"</b> are as set out in Schedule 16 (Security).</p>

	<b>and Security and ICT Policy</b>	<p><b>"Security Policy":</b> FSA High Level Information Security Policy (as may be updated from time to time).</p> <p>For the purposes of Schedule 16 (Security) the Supplier is required to comply with the Security Policy.</p> <p>For the purposes of Supplier Personnel vetting (including as part of Schedule 32 (Background Checks), the Supplier is required to comply with the Security Policy.</p> <p><b>"ICT Policy":</b> FSA IT Acceptable Use Policy (as may be updated from time to time).</p> <p>For the purposes of Schedule 16 (Security) the Supplier is required to comply with the ICT Policy.</p>
20.	<b>Charges</b>	<p>As set out in Schedule 3 (Charges).</p> <p>Indexation is applicable as detailed in Schedule 3 (Charges)</p>
21.	<b>Estimated Year 1 Charges</b>	<b>£5.4m</b>
22.	<b>Estimated Total Contract Charges (5 Years)</b>	<b>£27.4m</b>
23.	<b>Reimbursable expenses</b>	None
24.	<b>Payment method</b>	Invoicing and payment in accordance with Clause 4 of the Core Terms and Schedule 3 (Charges).
25.	<b>Service Levels</b>	As set out in Schedule 10 (Service Levels)
26.	<b>Liability</b>	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 £2 million or 125% of the Estimated Yearly Charges.
	<b>Data Protection Liability Cap</b>	Notwithstanding Clause 15.1 of the Core Terms, but subject to Clauses 15.2 and 15.3, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than £1 million (the <b>Data Protection Liability Cap</b> ).
27.	<b>Cyber Essentials Certification</b>	<p>Cyber Essentials Scheme Plus Certificate.</p> <p>Details in Schedule 19 (Cyber Essentials Scheme) and Schedule 16 (Security)</p>
28.	<b>Progress Meetings and</b>	As set out in Schedule 13 (Contract Management).

	<b>Progress Reports</b>	
29.	<b>Guarantor</b>	<b>Not applicable</b>
30.	<b>Virtual Library</b>	<p>In accordance with Paragraph 2.2. of Schedule 30 (Exit Management)</p> <ul style="list-style-type: none"> <li>the period in which the Supplier must create and maintain the Virtual Library, is as set out in that Paragraph; and</li> <li>the Supplier shall update the Virtual Library annually (i.e. per Contract Year).</li> </ul>
31.	<b>Supplier's Contract Manager</b>	As set out in Schedule 29 (Key Supplier Staff)
32.	<b>Supplier Authorised Representative</b>	As set out in Schedule 29 (Key Supplier Staff)
33.	<b>Supplier Compliance Officer</b>	As set out in Schedule 29 (Key Supplier Staff)
34.	<b>Supplier Data Protection Officer</b>	As set out in Schedule 29 (Key Supplier Staff)
35.	<b>Supplier Marketing Contact</b>	As set out in Schedule 29 (Key Supplier Staff)
36.	<b>Key Subcontractors</b>	<p><b>Not Applicable</b></p> <p><b>[Key Subcontractor 1</b></p> <p>Name (Registered name if registered): <b>[insert name]</b></p> <p>Registration number (if registered): <b>[insert number]</b></p> <p>Role of Subcontractor: <b>[insert role]</b></p>

<b>37.</b>	<b>Buyer Authorised Representative</b>	
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