

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.	Buyer	<p>The Secretary of State for the Home Department acting as part of the Crown (the Buyer).</p> <p>Its offices are: 2 Marsham St, Westminster, London SW1P 4DF</p>
2.	Supplier	<p>Name: Rapiscan Systems Limited</p> <p>Address: One, New Change, London, EC4M 9AF, UK</p> <p>Registration number: 2755398</p> <p>SID4GOV ID: N/A</p>
3.	Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables, being the procurement and delivery of hardware - see Schedule 2 (Specification) for full details.</p>
4.	Contract reference	<p>Not Applicable</p>

5.	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.
6.	Collaborative working principles	The Collaborative Working Principles do not apply to this Contract.
7.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract.
8.	Start Date	25 April 2024
9.	Expiry Date	24 April 2026
10.	Extension Period	Not Applicable

11.	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.
12.	Incorporated Terms	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:
	(together these documents form the " this Contract ")	<ul style="list-style-type: none"> (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) Schedule 1 (Definitions) (e) Schedule 20 (Processing Data) (f) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> a. Schedule 2 (Specification) b. Schedule 3 (Charges) c. Schedule 5 (Commercially Sensitive Information) d. Schedule 13 (Contract Management) e. Schedule 21 (Variation Form) f. Schedule 22 (Insurance Requirements) g. Schedule 26 (Sustainability)

		<p>(g) 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>
13.	Special Terms	<p><u>Warranty</u></p> <p><u>Special Term 1:</u> The Supplier warrants to Buyer (and to no other party) that the Deliverables shall conform substantially to the Buyer's Specifications for the Deliverables ("Product Warranty").</p> <p><u>Special Term 2:</u> Unless otherwise agreed, the Product Warranty expires on the earlier of: (i) 13 months from the date the Product is shipped to Buyer (or, in the event that Buyer requests a delay in shipment, from the date the Deliverable was ready for shipment to Buyer) or (ii) 12 months from the date of installation of the Deliverable (or, in the event that Buyer causes or requests a delay in installation, from the date Supplier was ready to install the Deliverables). Supplies, accessories, parts, consumables and used/refurbished Deliverables shall be free from defects in material and workmanship for a period of 90 days from delivery. Buyer must report to Supplier in writing all Product Warranty claims within the relevant warranty period. Defects in a repaired or replaced Deliverable or part shall be covered to the extent of the unexpired term of the applicable warranty period. In the event that the Buyer claims under this Product Warranty, paragraphs 6-10 of Special Term 3 below shall apply.</p> <p><u>Testing</u></p> <p><u>Special Term 3:</u> Goods-In Testing Process</p> <ol style="list-style-type: none"> 1. The Supplier shall deliver the Goods to the Buyer in accordance with the dates and schedules in Annex 1 of Schedule 3 (Charges). 2. On receipt of the Deliverables, the Buyer shall carry out a functional test of the hardware to ensure it meets the minimum standards of the Specification (the 'Goods-In Test').

		<ol style="list-style-type: none"> 3. The Goods-In Test shall be completed within one week of receipt of the Deliverables. 4. If the Deliverables pass the Goods-In Testing the Buyer shall issue a notification to the Buyer (Goods-In Acceptance Notification). 5. Once the Buyer has issued the Goods-In Acceptance Notification the Supplier may issue an invoice to the Buyer for the balance due, in accordance with the Schedule 3 (Charges). 6. In the event that a Deliverable fails the Goods-In-Testing either in whole or in part, the Buyer or its representatives (which shall include but is not limited to [REDACTED]) shall initiate the returns process via the Supplier's Return Material Authority (RMA) document. 7. The RMA shall describe the fault and when and how the return of the faulty part will be made. 8. All transport and delivery charges related to the return of defective parts will be reimbursed by the Supplier on receipt of invoices. 9. The Supplier will use all reasonable endeavours to ensure that the defective parts are repaired or replaced as soon as possible and in any event within 3 months or as agreed by the Parties days. 10. If the defective parts cannot be replaced or repaired then the Buyer may require the Supplier to issue a full refund for the defective scanner and any associated shipping costs. <p><u>Special Term 4:</u> User Acceptance Testing Process</p> <ol style="list-style-type: none"> 1. The Buyer or its representatives (which shall include but not be limited to [REDACTED]) shall undertake User Acceptance Testing of the Deliverables after the Buyer has installed the Deliverables. This User Acceptance Testing shall be completed by the Buyer before the Deliverables are fully operational across UK ports. 2. The User Acceptance Testing is a multi-stage process and will test a number of capabilities, including but not limited to the following: <ul style="list-style-type: none"> - detection capability; - cyber security; - technical integration with the Buyer's systems; - physical security; and
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		<ul style="list-style-type: none"> - physical fitness for purpose. - <ol style="list-style-type: none"> 3. The Supplier acknowledges that the details of the User Acceptance Testing carry a high protective marking and they shall not be entitled to be granted access to those details or requirements of the testing procedure. 4. If the Deliverables successfully pass the User Acceptance Testing the Buyer shall notify the Supplier. Once the Supplier has received the notification the Supplier may issue an invoice to the Buyer for the outstanding balance.
14.	Buyer's Environmental Policy	Not Applicable
15.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to provide the Social Value Reports as set out in Schedule 26 (Sustainability) Details in Schedule 3 (Charges)



16.	Buyer's Security Requirements and Security and ICT Policy	Not Applicable
17.	Charges	As detailed in Schedule 3 (Charges)
18.	Estimated Year 1 Charges	£8,442,364.25 excluding VAT
19.	Reimbursable expenses	None
20.	Payment method	As detailed in Schedule 3 (Charges) and Schedule 4 (Tender)

21.	Service Levels	Not Applicable
22.	Liability	<p>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</p> <p>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 £20 million</p>
23.	Cyber Essentials Certification	Not required
24.	Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer as required by the Buyer.</p> <p>The Supplier shall provide the Buyer with Progress Reports as required by the Buyer</p>

25.	Guarantor	Not Applicable
26.	Virtual Library	Not Applicable
27.	Supplier's Contract Manager	Henry Hunt Senior Contract Manager [REDACTED] [REDACTED]
28.	Supplier Authorised Representative	Henry Hunt Senior Contract Manager [REDACTED] [REDACTED]
29.	Supplier Compliance Officer	Chris Cook VP Corporate Compliance [REDACTED] [REDACTED]

30.	Supplier Data Protection Officer	Chris Cook VP Corporate Compliance [REDACTED] [REDACTED]
31.	Supplier Marketing Contact	Robert Montagu-Williams VP EMEA [REDACTED] [REDACTED]
32.	Key Subcontractors	Not Applicable
33.	Buyer Authorised Representative	Ewa Klimek Associate Commercial Specialist [REDACTED] [REDACTED]

For and on behalf of the Supplier:	For and on behalf of the Buyer:
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Signature:		Signature:	
Name:	Henry Hunt	Name:	Josh Dell
Role:	Senior Contract Manager	Role:	Associate Commercial Specialist
Date:	1 st May 2024	Date:	01/05/2024