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Department for  
Business & Trade

# Award Form

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This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

Each party agrees to sign this Award Form by electronic signature using Docusign and agrees that this method of signature is conclusive of their intention to be bound by this Contract as if each party signed by manuscript signature.

1.	<b>Buyer</b>	The Department for Business and Trade  Its offices are on: Old Admiralty Building, Whitehall, London, SW1A 2PA
2.	<b>Supplier</b>	Name: The Financial Times Limited  Address: Bracken House 1 Friday Street London EC4M 9BT  Registration number: 227590  SID4GOV ID:
3.	<b>Contract</b>	This Contract between the Buyer and the Supplier is for the supply of Deliverables.  This opportunity is advertised in the Contract Notice in Find A Tender, reference (FTS Contract Notice).

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4.	<b>Contract reference</b>	<b><i>Project-3257- FDI Tool</i></b>
5.	<b>Deliverables</b>	See Schedule 2 (Specification) for further details.
6.	<b>Buyer Cause</b>	<p>Any breach of:</p> <p>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.</p> <p>And 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.</p>
7.	<b>Collaborative working principles</b>	<p>The Collaborative Working Principles do not apply to this Contract.</p> <p>See Clause 3.1.3 for further details.</p>
8.	<b>Financial Transparency Objectives</b>	The Financial Transparency Objectives do not apply to this Contract.
9.	<b>Start Date</b>	<b><i>23 July 2024</i></b>
10.	<b>Expiry Date</b>	<b><i>22<sup>nd</sup> July 2026</i></b>
11.	<b>Extension Period</b>	<p>Option to extend for 12 months to expiry date of <b><i>23<sup>rd</sup> July 2027</i></b></p> <p><u>provided Buyer gives the Supplier no less than 3 Months' written notice before this Contract is otherwise due to expire.</u></p>
12.	<b>Ending the Contract without a reason</b>	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.
13.	<b>Incorporated Terms</b> (together these documents form the " <b>the Contract</b> ")	<p>The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> <li>a) This Award Form</li> <li>b) Any Special Terms (see Section <b>14</b> (Special Terms) in this Award Form)</li> <li>c) Core Terms</li> <li><b>d)</b> Schedule 36 (Intellectual Property Rights)</li> </ul>

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		<ul style="list-style-type: none"> <li>e) Schedule 1 (Definitions)</li> <li>f) Schedule 20 (Processing Data) Independent Controller provisions only</li> <li>g) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> <li>a. Schedule 2 (Specification)</li> <li>b. Schedule 3 (Charges)</li> <li>c. Schedule 4 (Tender)</li> <li>d. Schedule 5 (Commercially Sensitive Information)</li> <li>e. Schedule 8 (Implementation Plan &amp; Testing) Not Applicable</li> <li>f. Schedule 10 (Service Levels)</li> <li>g. Schedule 13 (Contract Management)</li> <li>h. Schedule 14 (Business Continuity and Disaster Recovery)</li> <li>i. Schedule 16 (Security)</li> <li>j. Schedule 19 (Cyber Essentials Scheme)</li> <li>k. Schedule 21 (Variation Form)</li> <li>l. Schedule 22 (Insurance Requirements)</li> <li>m. Schedule 26 (Sustainability)</li> <li>n. Schedule 27 (Key Subcontractors) Not Applicable</li> <li>o. Schedule 28 (ICT Services) Not Applicable</li> <li>p. Schedule 29 (Key Supplier Staff)</li> <li>q. Schedule 30 (Exit Management)</li> </ul> </li> <li>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 aspect of the Tender will take precedence over the documents above.</li> </ul>
<b>14.</b>	<b>Special Terms</b>	<ol style="list-style-type: none"> <li>1. All intellectual property rights in the fDi Markets and fDi Benchmark databases (including all content and data made available within them) (together "FT IP") will remain the property of the Supplier (or its licensors) and will not be assigned to the Buyer. The provisions of schedule 36 (Intellectual Property Rights) shall not apply to the FT IP. No other data or content is to be provided to Buyer by Supplier under this Contract.</li> <li>2. Buyer and its Users may only use the Products: <ul style="list-style-type: none"> <li>(a) to undertake research and generate search results;</li> <li>(b) to download search results on a non-systematic basis to the Buyer's own systems, provided that this does not: (i) exceed the Download Limits; or (ii) create a Substitute;</li> <li>(c) to print hard copies of the search results only for Buyer's internal purposes and</li> </ul> </li> </ol>

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		<p>not to be transferred, distributed, sold, or otherwise made available to any person outside of Buyer's organisation;</p> <p>(d) to include Extracts and Abstracts on a non-systematic and infrequent basis in works produced by Buyer or User with reasonable skill and care for redistribution provided that such Extracts or Abstracts are not: (i) the main subject or focus of such works; and/or (ii) a potential Substitute;</p> <p>(e) Buyer shall ensure persons to whom Extracts or Abstracts are made available, are made aware that such Extracts or Abstracts may not be copied, redistributed or modified in any way and the following wording shall appear immediately below each publication:</p> <ol style="list-style-type: none"> <li>1. of an Extract "Source: [Name of relevant Product], a service from The Financial Times [Year]. All Rights Reserved."; and</li> <li>2. of an Abstract "This summary was produced by [Buyer name] using data provided by [Name of relevant Product]."</li> </ol> <p>(f) for IPA clients only when using the fDi Benchmark, distribute (in hard copy or by email) reports produced by Users through the fDi Benchmark report function tool to potential investors, provided that (i) the attribution and disclaimer wording contained in such reports is not removed or modified, and (ii) the information and data within the report is not altered or modified by Buyer, other than as permitted by the functionality of the Product; or</p> <p>(g) to refer to the applicable Product as a source in press statements.</p> <p>Buyer must inform FT if any proposed User is a third-party consultant providing services to the Buyer. Where FT agrees that such consultant may be a User, the Buyer must ensure that the consultant only uses the Product for the purpose of providing services to Buyer and only downloads and stores Content on Buyer's own systems. FT may withdraw its consent to such consultant being a User at any time, in which case Buyer shall procure that the consultant no longer has access to any Content and shall if requested by FT procure that the consultant confirms in writing to FT that the consultant no longer has access to Content.</p> <p>For the purposes of this clause:</p> <p>(a) "Abstract" means a non-verbatim summary of an Extract or Extracts;</p> <p>(b) "Extract" means any data or information from the Database Product; (c) "Download Limit" means 10% of the entire database content during any consecutive 12-month period;</p> <p>(d) "IPA" means an entity who is a member of the World Association of Investment Promotion Agencies and/or is directly or indirectly owned or controlled by a government body or agency (or any other type of public or state-owned authority) and whose purpose involves investment promotion or economic development activities; and</p> <p>(e) "Substitute" means a database, work, product or service that could: (i) reduce the need for Buyer or third parties to purchase Database subscriptions or other rights to use FT Content directly from FT; or (ii) create revenues from the Content to the detriment of FT's own ability to generate revenues from the Content.</p> <ol style="list-style-type: none"> <li>3. Notwithstanding anything to the contrary stated elsewhere in this Contract, the Supplier's total liability (including under any indemnities provided herein) will be limited to £1 million.</li> </ol>
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15.	<b>Sustainability</b>	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).
16.	<b>Buyer's Environmental Policy</b>	The Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations
17.	<b>Social Value Commitment</b>	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 provide the Social Value Reports as set out in Schedule 26 (Sustainability)
18.	<b>Buyer's Security Policy</b>	Schedule 16 (Security).
19.	<b>Commercially Sensitive Information</b>	Supplier's Commercially Sensitive Information: Schedule 5 (Commercially Sensitive Information).
20.	<b>Charges</b>	Details in Schedule 3 (Charges).
21.	<b>Reimbursable expenses</b>	None
22.	<b>Payment method</b>	Payment will be made via BACS: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
23.	<b>Service Levels</b>	Details in Schedule 10 (Service Levels)
24.	<b>Insurance</b>	Details in Annex of Schedule 22 (Insurance Requirements).
25.	<b>Liability</b>	Notwithstanding anything to the contrary stated elsewhere in this Contract, the Supplier's total liability (including under any indemnities provided herein) will be limited to £1 million.



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26.	<b>Cyber Essentials Certification</b>	Cyber Essentials Scheme Basic Certificate (or equivalent) is preferable. Details in Schedule 19 (Cyber Essentials Scheme)
27.	<b>Progress Meetings and Progress Reports</b>	<ul style="list-style-type: none"> <li>The Supplier shall attend Operational management meetings quarterly and Annual Review meetings annually.</li> <li>The Supplier shall publish monthly report on performance of solution against the KPI.</li> </ul>
28.	<b>Guarantee</b>	Not applicable
29.	<b>Virtual Library</b>	Not applicable
30.	<b>Supplier Contract Manager</b>	<div>████████████████████</div> <b>Account Representative</b> <div>████████████████</div>
31.	<b>Supplier Authorised Representative</b>	<div>██████████</div> <b>Commercial Director, FT Specialist</b> <div>████████████████</div> <div>████████████████</div>
32.	<b>Supplier Compliance Officer</b>	<div>██████████</div> <div>████████████████</div>
33.	<b>Supplier Data Protection Officer</b>	<div>██████████</div> <div>████████████████</div>
34.	<b>Supplier Marketing Contact</b>	<div>██████████</div> <b>Marketing Manager</b> <div>████████████████</div> <div>████████████████</div>

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35.	Key Subcontractors	N/A
36.	Buyer Authorised Representative	<div></div> <div>Head of Investment Learning &amp; Business Services</div> <div></div>

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<div></div>	Signature:	<div></div>
Name:	<div></div>	Name:	<div></div>
Role:	<div></div>	Role:	<div></div>
Date:	22/7/2024	Date:	22/7/2024