

PS22392  
Award Form  
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# 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.	<b>Buyer</b>	UK Research and Innovation (UKRI) (the Buyer).  Its offices are on: Polaris House, North Star Avenue, Swindon, SN2 1FL
2.	<b>Supplier</b>	Name: British Nutrition Foundation  Address: New Derwent House, 69-73 Theobalds Road, London, WC1X 8TA  Registration number: 00898651 SID4GOV ID: n/a
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 <b>PS22392</b> (FTS Contract Notice).
4.	<b>Contract reference</b>	PS22392
5.	<b>Deliverables</b>	See Schedule 2 (Specification) for further details.
6.	<b>Buyer Cause</b>	Any 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.
7.	<b>Collaborative working principles</b>	The Collaborative Working Principles do not apply to this Contract.  See Clause 3.1.3 for further details.
8.	<b>Financial Transparency Objectives</b>	The Financial Transparency Objectives apply to this Contract. See Clause 6.3 for further details.
9.	<b>Start Date</b>	20th June 2023
	<b>Expiry Date</b>	20th June 2025 with option to extend to 20th June 2028
11.	<b>Extension Period</b>	The Contract duration shall be for a period of 5 years with a break clause in the contract at the end of year two (2+3) where UKRI will make a decision on the continuation of the contract.
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 "the Contract")	<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 <b>Section 14 (Special Terms)</b> in this Award Form)</li> <li>c) Core Terms</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>a. Schedule 2 (Specification)</li> <li>b. Schedule 3 (Charges)</li> <li>c. Schedule 7 (Staff Transfer)</li> <li>d. Schedule 11 (Continuous Improvement)</li> <li>e. Schedule 13 (Contract Management)</li> <li>f. Schedule 14 (Business Continuity and Disaster Recovery)</li> <li>g. Schedule 16 (Security)</li> <li>h. Schedule 19 (Cyber Essentials Scheme)</li> <li>i. Schedule 21 (Variation Form)</li> <li>j. Schedule 22 (Insurance Requirements)</li> <li>k. Schedule 25 (Rectification Plan)</li> <li>l. Schedule 26 (Sustainability)</li> <li>m. Schedule 29 (Key Supplier Staff)</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>
14.	<b>Special Terms</b>	Special Term 1 – N/A
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>	<a href="http://www.ukri.org/about-us/policies-standards-and-data/corporate-policies-and-standards/environmental-sustainability">www.ukri.org/about-us/policies-standards-and-data/corporate-policies-and-standards/environmental-sustainability</a>
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) <a href="http://www.ukri.org/publications/data-protection-policy/">www.ukri.org/publications/data-protection-policy/</a> <a href="http://www.ukri.org/about-us/policies-standards-and-data/corporate">www.ukri.org/about-us/policies-standards-and-data/corporate</a>
19.	<b>Commercially Sensitive Information</b>	Not applicable
20.	<b>Charges</b>	Details in Schedule 3 (Charges)

		Total cost over the 5 years £289,700.00 excluding VAT Years 1 and 2 £118,795.00 excluding VAT Years 3,4 and 5 £170,905.00 excluding VAT
21.	<b>Reimbursable expenses</b>	Recoverable as set out in Schedule 3 (Charges)
22.	<b>Payment method</b>	<p>The Supplier shall submit an invoice within 28 days of supplying the Supplies and or performing Services to the satisfaction of the Buyer.</p> <p>The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, the Buyer shall pay the Supplier within 30 days of receipt of an invoice via BACS payment.</p> <p>If you have a query regarding an outstanding payments please contact our accounts payable section either by email to <a href="mailto:finance@uksbs.co.uk">finance@uksbs.co.uk</a> or by telephone 01793-867204 between 09:00 and 17:00 Monday to Friday</p>
23.	<b>Service Levels</b>	Not applicable
24.	<b>Insurance</b>	Details in Annex of Schedule 22 (Insurance Requirements).
25.	<b>Liability</b>	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 £2 <b>million</b> or <b>150%</b> of the Estimated Yearly Charges
26.	<b>Cyber Essentials Certification</b>	Cyber Essentials Scheme Basic Certificate (or equivalent). 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 Progress Meetings with the Buyer every month, unless otherwise agreed.</li> <li>The Supplier shall provide the Buyer with Progress Reports every year.</li> </ul>
28.	<b>Guarantee</b>	Not applicable
29.	<b>Virtual Library</b>	Not applicable
30.	<b>Supplier Contract Manager</b>	
31.	<b>Supplier Authorised Representative</b>	
32.	<b>Supplier Compliance Officer</b>	
33.	<b>Supplier Data Protection Officer</b>	
34.	<b>Supplier Marketing Contact</b>	
35.	<b>Key Subcontractors</b>	Not applicable

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<b>36.</b>	<b>Buyer Authorised Representative</b>	
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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	- [REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	16/06/2023	Date:	