

DATED 5th January 2026

- (1) SOUTH WEST SMART APPLICATIONS LIMITED
- (2) SM@RT TECHNOLOGY LIMITED



FRAMEWORK AWARD FORM SAM007

**REGARDING RTPi CONTENT MANAGEMENT SYSTEMS, TICKET
VENDING MACHINES, ELECTRONIC TICKET MACHINES,
ACCESSIBLE RAIL INFORMATION AND SUPPORT UNITS, AND
TRANSPORT AND DATA MANAGED SERVICES**

IN PARTNERSHIP WITH

Rail Delivery Group



WITH ACKNOWLEDGEMENT TO



Crown
Commercial
Service

Framework Award Form

This Framework Award Form creates the Framework Contract SAM 007: NMPH Framework in relation to Lot 4 Accessible Rail Information And Support Units in partnership with the Rail Delivery Group. It summarises the main features of the procurement and includes SAM and the Supplier's contact details.

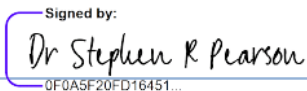
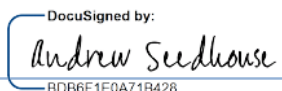
1.	SAM	Smart Applications Management, the Trading Name of South West Smart Applications Ltd. Its registered address: 14 High Cross, Truro, Cornwall, TR1 2AJ.
2.	Supplier	Name: Sm@rt Technology Limited Address: Suite 3, Waterside Business Centre, Canal Street, Leigh WN7 4DB Registry: Companies House Registration number: 11953821
3.	Framework Details	This Framework Contract has been entered into between SAM and the Supplier in respect of the Framework. The Framework was advertised in a Tender Notice published on the central digital platform with reference 2025/S 000-052884. This Framework is a framework within a scheme of an "Open Framework" within the meaning of section 49 of the Procurement Act 2023. The unique identifier (OCID) for this Framework is ocids-h6vhtk-058a27. Sm@rt Technology Limited is acting as the Lead Member for the purpose of the Framework Award on behalf of The Sm@rt Group – a consortium of partners in line with the Selection Questionnaire response.
4.	Framework Contract	This Framework Contract between SAM and the Supplier allows the Supplier to be considered for Call-Off Contracts to supply the Deliverables in Lot 4 Accessible Rail Information And Support Units. The Supplier cannot deliver in any other Lot under this Framework Contract. Any references made to other Lots in this Framework Contract do not apply.

5.	Deliverables	Lot 4: Accessible Rail Information And Support Units (ARISU) -The ARISU provide clear, consistent, and user-friendly information about train times, routes, facilities, and accessibility features both online and at stations. See Framework Schedule 1 (Specification) for further details.
6.	Framework Start Date	1st January 2026
7.	Framework Expiry Date	31st December 2034
8.	Framework Optional Extension Period	None
9.	Order Procedure	• Award Without Competition • Single Stage Competitive Selection Process • Two Stage Competitive Selection Process • Multi Stage Competitive Selection Process See Framework Schedule 7 (<i>Call-Off Award Procedure</i>) for definitions of the above term(s) and descriptions of the relevant processes.
10.	Framework Incorporated Terms (together these documents form the " Framework Contract ")	The following documents are incorporated into the Framework Contract. Where numbers are missing we are not using these schedules. If the documents conflict, the following order of precedence applies: 1. This Framework Award Form 2. Framework Schedule 6 (Order Form Template and Call-Off Schedules) Rail Delivery Group Services Agreement 3. SAM General Terms – SAM007 4. The following Schedules for in equal order of precedence: ○ Framework Schedule 1 (Specification) ○ Framework Schedule 2 (Framework Tender) ○ Framework Schedule 3 (Framework Prices) ○ Framework Schedule 4 (Framework Management) ○ Framework Schedule 5 (Management Charges and Information) ○ Framework Schedule 7 (Call-Off Award Procedure) ○ Framework Schedule 8 (Self Audit Certificate) ○ Framework Schedule 8 (Cyber Essentials Scheme)

		○ Joint Schedule 1 (Definitions) ○ Joint Schedule 2 (Variation Form) ○ Joint Schedule 3 (Insurance Requirements) ○ Joint Schedule 4 (Commercially Sensitive Information) ○ Joint Schedule 5 (Sustainability) ○ Joint Schedule 6 (Key Subcontractors) ○ Joint Schedule 7 (Financial Difficulties) ○ Joint Schedule 8 (Guarantee) ○ Joint Schedule 9 (Rectification Plan) ○ Joint Schedule 10 (Processing Data)
11.	Framework Special Terms	Special Term 1 - None
12.	Framework Prices	Details in Framework Schedule 3 (Framework Prices)
13.	Insurance	Details in Annex of Joint Schedule 3 (<i>Insurance Requirements</i>).
14.	Cyber Essentials Certification	Details in Framework Schedule 9 (Cyber Essentials Scheme)
15.	Intellectual Property Rights	Unless expressly stated otherwise in the Order Form, the terms of IPR Option A1 in Part A of Call-Off Schedule 1 (Intellectual Property Rights) shall apply to all Call-Off Contracts.
16.	Management Charge	The Supplier will pay to SAM, excluding VAT, 1.5% of all the Charges for the Deliverables invoiced to the Buyer under all Call-Off Contracts.
17.	Supplier Framework Manager	Dr Stephen R Pearson CEO ████████████████████ ████████████████ ████████████████
18.	Supplier Authorised Representative	Dr Stephen R Pearson CEO ████████████████████ ████████████████ ████████████████

19.	Supplier Compliance Officer	Dr Stephen R Pearson CEO [REDACTED] [REDACTED] [REDACTED]
20.	Supplier Data Protection Officer	Tracy Earl
21.	Data Protection Liability Cap	£10,000,000
22.	Supplier Marketing Contact	Tracy Earl
23.	Key Subcontractors	CSM Fabrications Ltd – Lead fabrication company for the project providing the metal fabrication and assembly of the units. AMCO Giffen – Electrical installation, systems delivery & installation (Approved rail contractors) TOPAZ Technology Group Ltd – AV provision for unit displays Sum Vivas Ltd – Avatar development
24.	SAM Authorised Representative	Dr Andrew Seedhouse Chairman – Smart Application Management [REDACTED] [REDACTED]

Copied from the Signed DocuSign Version

For and on behalf of the Supplier:		For and on behalf of SAM:	
Signature:	Signed by:  0F0A5F20FD16451...	Signature:	DocuSigned by:  BDB6F1E0A71B428...
Name:	Dr Stephen R Pearson	Name:	Dr Andrew Seedhouse
Role:	CEO	Role:	Chairman
Date:	05 January 2026	Date:	05 January 2026

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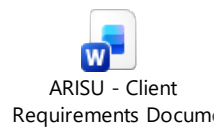
SAM General Terms – SAM007

The following General Terms shall apply to the Framework Contract:



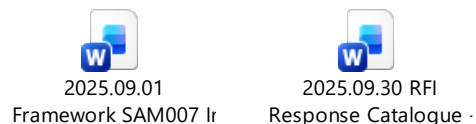
Framework Schedule 1 (Specification)

This Schedule sets out what SAM and our Buyers want, as provided in the Tender:

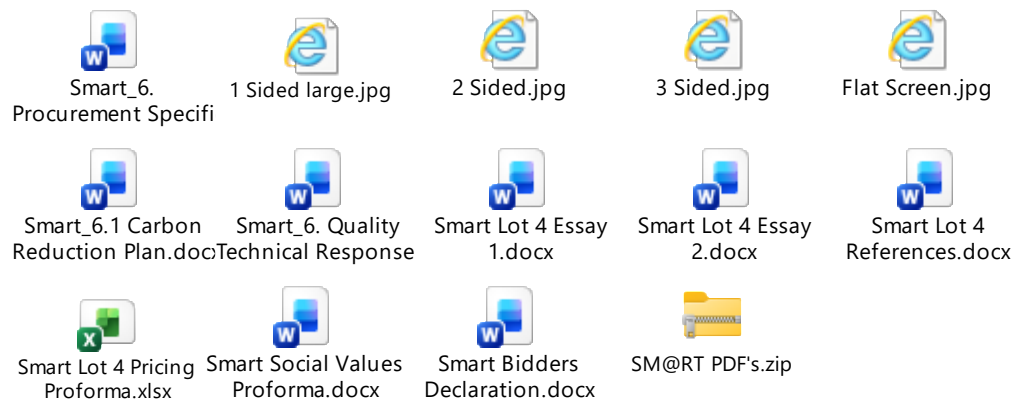


Framework Schedule 2 (Framework Tender)

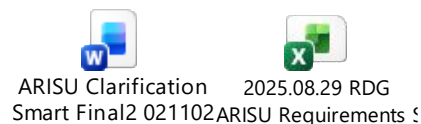
The original Tender and associated RFI Catalogue is enclosed below:



The Supplier's response to the Tender is enclosed below



with the following clarifications:



Framework Schedule 3 (Framework Prices)

As per Schedule 6 (Order Form Template and Call-Off Schedules) and the Supplier's Finance Proforma below:



Smart Lot 4 Pricing
Proforma.xlsx

Framework Schedule 4 (Framework Management)

Not Used

Framework Schedule 5 (Management Charges and Information)

1. Providing management charges information to SAM

Management Information (MI) Reports shall be completed electronically at no cost to SAM, and be sent to SAM on agreed dates. As a minimum, the MI reports shall be provided on a quarterly basis from a signed Order, with the Supplier providing SAM with at least one contact name and contact details for the purposes of queries relating to both Management Information and invoicing.

The Management Charge is as detailed within the Tender – 1.5% of the Order value. MI Reports must be completed in pounds sterling. The Management Charge excludes VAT which is payable on provision of a valid VAT invoice. The Supplier shall pay SAM the Management Charge (and other charges payable in accordance with this Schedule) in cleared funds within 30 days of receipt by the Supplier of an undisputed invoice to such bank or building society account set out in the invoice.

Payment of undisputed and valid SAM invoices should be completed within thirty (30) days. SAM may take action on outstanding invoices by:

- issuing the supplier with reminders that an invoice payment is due and/or overdue;
- charging statutory interest and charges on overdue invoices, as per the Late Payment of Commercial Debts (Interest) Act 1998;
- suspending the Supplier from the Framework Contract until such time that overdue invoices are paid; and/or terminating the Contract.

If the Supplier or SAM identify error(s) and/or omission(s) in historic MI Report(s), the Supplier must provide corrected MI report(s) to SAM on or before the date when the next MI Report is due.

Annex: MI Reporting Template

A minimum standard template is embedded below.



MI Reporting
Template.xlsx

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

The Framework Schedule 6 (Order Form Template and Call Off Schedules) is provided by the Rail Delivery Group Services Agreement and embedded below:



Order Form
Template and Call Off

Framework Schedule 7 (Call-Off Award Procedure)

Framework Schedule 7 (Call-Off Award Procedure) is embedded below:



Framework Schedule
7 (Call-Off Award Pro

Framework Schedule 8 (Self Audit Certificate)

Not Used.

Framework Schedule 9 (Cyber Essentials Scheme)

Not Used.

Joint Schedule 1 (Definitions)

The Definitions applicable to a Call Off Order are defined in Section 1.1 of the Call Off Order Form (RDG Services Agreement) – See Framework Schedule 6.

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a Contract in accordance with Clause 27 (Changing the Contract) of the General Terms.

Contract Details		
This variation is between:	[delete as applicable: SAM / Buyer] ("SAM" "the Buyer") And [insert name of Supplier] ("the Supplier")	
Contract name:	[insert name of contract to be changed] ("the Contract")	
Contract ref number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: SAM/Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation	add	
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	The Contract detailed above is varied as follows: [SAM/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	[Original]/[Current] Contract Value:	£ [insert amount]
	Additional cost due to Variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by [delete as applicable: SAM / Buyer]

2. Words and expressions in this Variation shall have the meanings given to them in the Contract.

3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the [delete as applicable: SAM / Buyer]

Signature
Date
Name (in Capitals)
Address
.....
.....

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature
Date
Name (in Capitals)
Address
.....
.....

Joint Schedule 3 (Insurance Requirements)

As Per Tender and Framework Schedule 6 - Call Off Order Form (RDG Services Agreement).

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs or under any PPN as well as any information that would be

considered sensitive commercial information under Section 94 of the Procurement Act 2023.

- 1.2 Where possible, the Parties have sought to identify when any relevant information will cease to fall into the category of information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose information in accordance with the FOIA, the EIRs, any PPN, the Procurement Act 2023 and any Regulations made under it, or Clause 19 (When you can share information) of the General Terms, the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA, the EIRs, any PPN or Section 94 of the Procurement Act 2023 and any Regulations published under it, to the following information:

No.	Date	Item(s)	Duration of Confidentiality
	[insert date]	[insert details]	[insert duration]

Joint Schedule 5 (Sustainability)

As Per Tender and Framework Schedule 6 - Call Off Order Form (RDG Services Agreement).

Joint Schedule 6 (Key Subcontractors)

As Per Tender and Framework Schedule 6 - Call Off Order Form (RDG Services Agreement).

Joint Schedule 7 (Financial Difficulties)

This Schedule provides SAM and the Buyer with the option of using Credit Ratings and/or Financial Indicators for the purposes of the Financial Distress Provisions.



Joint Schedule 7 -
Financial Difficulties

Joint Schedule 8 (Guarantee)

Where a Buyer's own financial evaluation has indicated the need for a Deed of Guarantee, the Deed of Guarantee Requirements as embedded below will be included within this Schedule.



Deed of Guarantee
Requirements

Joint Schedule 9 (Rectification Plan)

Request for [Revised] Rectification Plan		
Details of the Default:	[Guidance: Explain the Notifiable Default, with clear schedule and clause references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]	
Signed by [SAM/Buyer] :		Date:
Supplier [Revised] Rectification Plan		
Cause of the Default	[add cause]	
Anticipated impact assessment:	[add impact]	
Actual effect of Default:	[add effect]	
Steps to be taken to rectification:	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]
Timescale for complete Rectification of Default	[X] Working Days	
Steps taken to prevent recurrence of Default	Steps	Timescale
	1.	[date]

	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan [SAM/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reason(s), for example the [Revised] Plan is insufficiently detailed to be capable of proper evaluation, the [Revised] Plan will take too long to complete, the [Revised] Plan does not prevent a reoccurrence of the Notifiable Default, the [Revised] Plan will rectify the Notifiable Default but in a manner which is unacceptable to SAM/the Buyer]		
Signed by [SAM/Buyer]		Date:	

Joint Schedule 10 (Processing Data)

As Per Tender and Framework Schedule 6 - Call Off Order Form (RDG Services Agreement).