**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.

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|  | **Buyer** | London LGPS CIV Limited (the Buyer).  Its offices are at: 4th Floor, 22 Lavington Street, London. SE1 0NZ |
|  | **Supplier** | |  |  | | --- | --- | | Name: | **[Insert** name (registered name if registered)] | | Address: | **[Insert**address registered address if registered] | | Registration number: | **[*Insert*** registration number if registered] | | SID4GOV ID: | **[Insert**SID4GOV ID if you have one] | |
|  | **Contract** | This Contract between the Buyer and the Supplier is for the supply of Deliverables, being Fund Administration & Custody Services (Lot 1, 2 or 3) - see Schedule 2 (Specification) for full details.  This opportunity is advertised in this Contract Notice in Find A Tender, reference **[Insert** reference number] (FTS Contract Notice). |
|  | **Contract reference** | **P00225** |
|  | **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. |
|  | **Collaborative working principles** | The Collaborative Working Principles do not apply to this Contract. |
|  | **Financial Transparency Objectives** | The Financial Transparency Objectives do not apply to this Contract. |
|  | **Start Date** | The intended Start Date is 1 January 2026. However, the Buyer reserves the right to amend the Start Date if required to accommodate transition planning, including notice periods with incumbent suppliers. Should a delay be necessary, the parties shall agree a revised commencement date aligned to operational readiness. |
|  | **Expiry Date** | Lot 1 - The initial contract term will be for 48 months from the actual Start Date as confirmed by the Buyer in accordance with the agreed transition plan,  Lots 2 & 3 - The initial contract term will be for 36 months from the actual Start Date as confirmed by the Buyer in accordance with the agreed transition plan, |
|  | **Extension Period** | The Buyer may, at its sole discretion, extend the Contract for 12 – 36 month periods subject to a maximum contract duration of 84 months from the actual Start Date.  Any extension must be exercised by giving the Supplier no less than three (3) months’ written notice prior to the expiry of the then-current term. Where a single supplier is awarded more than one Lot, a contract extension may only apply to a single Lot. |
|  | **Ending this Contract without a reason** | The Buyer shall be able to terminate this Contract in accordance with Clause 14.3. |
|  | **Incorporated Terms**  (together these documents form the **"this Contract"**) | 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:   1. This Award Form 2. Any Special Terms (see **Section 14 (Special Terms)** in this Award Form) 3. Core Terms 4. Schedule 36 (Intellectual Property Rights) **Not applicable** 5. Schedule 1 (Definitions) 6. Schedule 6 (Transparency Reports) 7. Schedule 20 (Processing Data) 8. The following Schedules (in equal order of precedence):    1. Schedule 2 (Specification)    2. Schedule 3 (Charges)    3. Schedule 5 (Commercially Sensitive Information)    4. Schedule 7 (Staff Transfer)    5. Schedule 10 (Service Levels)    6. Schedule 13 (Contract Management)    7. Schedule 14 (Business Continuity and Disaster Recovery)    8. Schedule 21 (Variation Form)    9. Schedule 22 (Insurance Requirements)    10. Not applicable    11. Not applicable    12. Schedule 25 (Rectification Plan)    13. Schedule 26 (Sustainability)    14. Schedule 30 (Exit Management) 9. 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. |
|  | **Special Terms** | Not applicable |
|  | **Buyer’s Environmental Policy** | Not applicable |
|  | **Social Value Commitment** | 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 provide the Social Value Reports as set out in Schedule 26 (Sustainability) |
|  | **Buyer’s Security Requirements and Security and ICT Policy** | Security Policy:Supplier to provide evidence of their security policy  ICT Policy: Not used |
|  | **Charges** | Supplier to provide details of charges, variation process for charges and any inflationary related increments. Details to be recorded within Schedule 3 (Charges) |
|  | **Estimated Year 1 Charges** | The estimated charges for the first 12 months of this Contract are £3,500,000. This estimate is indicative and based on expected AUM, fund structures, and indicative market pricing. Final charges will be confirmed following supplier selection and contract finalisation. |
|  | **Reimbursable expenses** | None |
|  | **Payment method** | Invoices should be submitted to [invoices@londonciv.org.uk](mailto:invoices@londonciv.org.uk)  Payment will be made via BACS transfer |
|  | **Service Levels** | The Supplier shall deliver the Services in accordance with the performance standards set out in Schedule 10 (Service Levels).  A Critical Service Level Failure shall mean:  The failure to meet any individual Critical Service Level for three consecutive months; or  The failure to meet more than 50% of all Critical Service Levels within any rolling three-month period; or  Any single event that causes a material operational incident resulting in missed fund valuation, trade settlement, client reporting, or regulatory reporting deadlines.  The occurrence of a Critical Service Level Failure may constitute a material breach of contract and entitle the Buyer to pursue remedies in accordance with the terms set out in this Agreement. |
|  | **Liability** | TBC  The Buyer and Supplier may agree a maximum aggregate liability cap across the full contract term (including any extension periods), to be defined in the final executed agreement. |
|  | **Cyber Essentials Certification** | Cyber Essentials Scheme Plus Certificate (or equivalent). |
|  | **Progress Meetings and Progress Reports** | * The Supplier shall attend monthly Progress Meetings with the Buyer (or its nominated representatives) to review service delivery, performance against KPIs, and any outstanding issues or improvement initiatives. * The Supplier shall submit a written Progress Report to the Buyer no less than five (5) Business Days in advance of each Progress Meeting. The report shall include, at a minimum: * Service performance against agreed KPIs and SLAs. * Incidents, breaches, or near-misses. * Operational or resourcing issues. * Change activity or planned upgrades. * Regulatory updates (where relevant); and * A summary of service improvement actions. |
|  | **Guarantor** | Not applicable |
|  | **Virtual Library** | Not applicable] |
|  | **Supplier’s**  **Contract**  **Manager** | **[Insert** name]  **[Insert** job title]  **[Insert** email address]  **[Insert** phone number] |
|  | **Supplier Authorised Representative** | **[Insert** name]  **[Insert** job title]  **[Insert** email address]  **[Insert** phone number] |
|  | **Supplier Compliance Officer** | **[Insert** name]  **[Insert** job title]  **[Insert** email address]  **[Insert** phone number] |
|  | **Supplier Data Protection Officer** | **[Insert** name]  **[Insert** job title]  **[Insert** email address]  **[Insert** phone number] |
|  | **Supplier Marketing Contact** | **[Insert** name]  **[Insert** job title]  **[Insert** email address]  **[Insert** phone number] |
|  | **Key Subcontractors** | **Key Subcontractor 1**  Name (Registered name if registered): **[insert** name]  Registration number (if registered): **[insert** number]  Role of Subcontractor: **[insert** role]  ***[Guidance: copy above lines as needed]*** |
|  | **Buyer Authorised Representative** | **Ian Inglis**  **Chief Technology & Security Officer**  **ian.inglis@Londonciv.org.uk**  **+44 20 8194 7810** |

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| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |