

## 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.

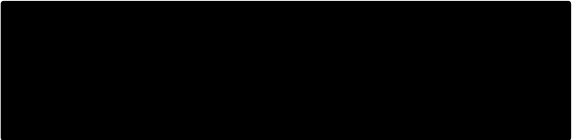
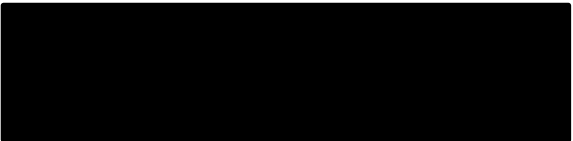
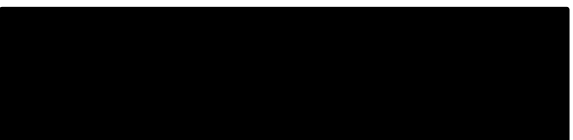
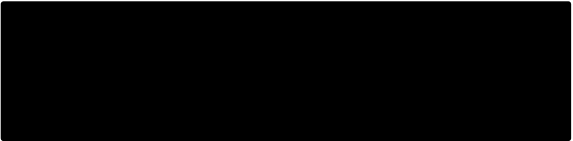
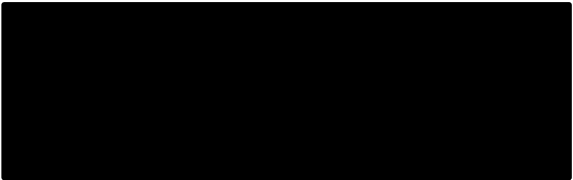
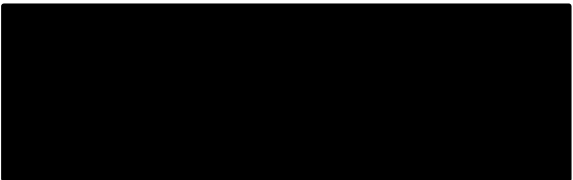
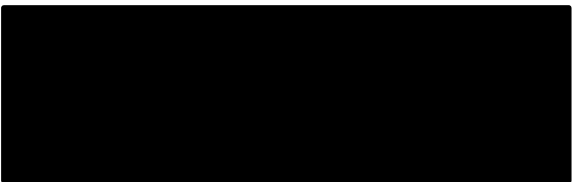
<b>1. Buyer</b>	Department for Energy Security and Net Zero (DESNZ) acting as part of the Crown Its offices are on: 3-8 Whitehall Place, London SW1A 2JP
<b>2. Supplier</b>	Name: Sustenic Limited Address: 167-169 Great Portland Street, 5th Floor, London, W1W 5PF Registration number: 13453896
<b>3. Contract</b>	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being The provision of HEM development and maintenance Lot 1 of the procurement program Home Energy Model (HEM), Standard Assessment Procedure (SAP) and Reduced Data Standard Assessment Procedure (RdSAP) - Maintenance and Methodologies, see Schedule 2 (Specification) for full details.  This opportunity is advertised in this Contract Notice in Find a Tender, reference <a href="https://www.find-tender.service.gov.uk/Notice/038081-2024">https://www.find-tender.service.gov.uk/Notice/038081-2024</a>
<b>4. Contract reference</b>	Con_7775
<b>5. Buyer Cause</b>	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.
<b>6. Collaborative working principles</b>	The Collaborative Working Principles apply to this Contract. See Clause Core terms – Mid tier 3.1.3 for further details.
<b>7. Financial Transparency Objectives</b>	The Financial Transparency Objectives do not apply to this Contract See Core terms – Mid tier Clause 6.3 for further details.
<b>8. Start Date</b>	8 <sup>th</sup> May 2025

<b>9.</b>	<b>Expiry Date</b>	7 <sup>th</sup> May 2027
<b>10.</b>	<b>Extension Period</b>	Further period up to 2 (two) 12 month total of 24 months following an approved extension exercised and completion of Schedule 21 (Variation Form) where the Buyer gives the Supplier no less than 3 months' written notice before this Contract expires
<b>11.</b>	<b>Ending this Contract without a reason</b>	The Buyer shall be able to terminate this Contract in accordance with Core terms – Mid tier Clause 14.3.
<b>12.</b>	<b>Incorporated Terms</b> (together these documents form the " <b>this Contract</b> ")	<p>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:</p> <ul style="list-style-type: none"> <li>(a) This Award Form</li> <li>(b) Any Special Terms (see <b>Section 13 (Special Terms)</b> in this Award Form)</li> <li>(c) Core Terms</li> <li>(d) Schedule 36 (Intellectual Property Rights)</li> <li>(e) Schedule 1 (Definitions)</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 5 (Commercially Sensitive Information)</li> <li>d. Schedule 7 (Staff Transfer)</li> <li>e. Schedule 10 (Service Levels)</li> <li>f. Schedule 11 (Continuous Improvement)</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 18 (Supply Chain Visibility)</li> <li>k. Schedule 19 (Cyber Essentials Scheme)</li> <li>l. Schedule 21 (Variation Form)</li> <li>m. Schedule 22 (Insurance Requirements)</li> <li>n. Schedule 24 (Financial Difficulties)</li> </ul> </li> </ul>

		<p>o. Schedule 25 (Rectification Plan)</p> <p>p. Schedule 26 (Sustainability)</p> <p>q. Schedule 27 (Key Subcontractors)</p> <p>r. Schedule 28 (ICT Services)</p> <p>s. Schedule 29 (Key Supplier Staff)</p> <p>t. Schedule 30 (Exit Management)</p> <p>u. Schedule 32 (Background Checks)</p> <p>(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 part of the Tender will take precedence over the documents above.</p>
13.	<b>Special Terms</b>	Special Term 1 - Collaboration with suppliers from all lots within the publish programme. As describe in schedule 2 Part 2 section 6. This term will be monitored as a KPI and detailed in Schedule 10.
14.	<b>Buyer's Environmental Policy</b>	<a href="https://www.gov.uk/government/publications/environmental-and-sustainability-policy">https://www.gov.uk/government/publications/environmental-and-sustainability-policy</a>
15.	<b>Social Value Commitment</b>	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 report on the Social Value KPIs as required by Schedule 10 (Service Levels)
16.	<b>Buyer's Security Requirements and Security and ICT Policy</b>	<p>Security Requirements: as set out in Schedule 16 (Security).</p> <p><b>Security Policy:</b>  <a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a>  For the purposes of Schedule 16 (Security) the Supplier is required to comply with the Security Policy.  For the purposes of Supplier Staff vetting, the Supplier is required to comply with the Security Policy.</p> <p><b>ICT Policy:</b>  <a href="https://www.gov.uk/government/publications/information-communications-technology-policy">https://www.gov.uk/government/publications/information-communications-technology-policy</a>  For the purposes of Schedule 16 (Security) the Supplier is required to comply with the ICT Policy.  For the purposes of Schedule 28 (ICT) Supplier is required to comply with the ICT Policy.</p>
17.	<b>Charges</b>	Details in Schedule 3 (Charges)

18.	<b>Estimated Charges</b>	£1,900,000
19.	<b>Reimbursable expenses</b>	None
20.	<b>Payment method</b>	Validated invoices detailing 1. milestone-based for specific project deliverables 2.time-and-materials payments for ongoing technical support, within fixed monthly caps
21.	<b>Service Levels</b>	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels)</p> <p>Milestone Payments [core engine development]:</p> <ul style="list-style-type: none"> <li>• Service Credit Cap: 25% of the milestone payment value</li> <li>• Service Period: The period from the last milestone until the next milestone</li> </ul> <p>Monthly Payments [ongoing maintenance cycle]:</p> <ul style="list-style-type: none"> <li>• Service Credit Cap: 25% of the quarterly payment value.</li> <li>• Service Period: Each quarter of the ongoing maintenance cycle</li> </ul> <p>A Critical Service Level Failure is:</p> <p>1: Cumulative service level failures over a service period Definition: More than 3 Service Level Failures reported. Example: For a Release Build milestone, there are simultaneously missing features, critical issues discovered, missing unit tests and a delay to delivery, each exceeding the corresponding Service Level Threshold. Consequences: "Service credit of up to 50% of the milestone payment, mandatory corrective actions, and escalation to higher management. In the event of a Critical Service Level Failure, the Service Credit Cap is no longer applicable.</p> <p>2: Severe Release Build Delay Definition: Any combination of Service Level Failures which causes a Release Build to be delayed by more than 10 working days or delayed by any amount with less than 10 working days' warning.</p>





		<p>Example: For reasons arising from Service Level Failures, a Release Build delivery is delayed by more than 10 working days. Alternatively, a Release Build is delayed by 5 working days, but with fewer than 10 days' warning before the deadline.</p> <p>Consequences: "Service credit of up to 50% of the milestone payment, mandatory corrective actions, and escalation to higher management. In the event of a Severe Build Delay, the Service Credit Cap is no longer applicable. Also, immediate suspension of further payments until issues are resolved, and mandatory quality review.</p>
22.	<b>Liability</b>	<p>In accordance with Core Terms – Mid tier Clause 15.1</p> <p>In accordance with Core terms – Mid tier Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Core Terms – Mid Tier Clause 18.8.5 is no more than the Data Protection Liability, being £10 million</p>
23.	<b>Cyber Essentials Certification</b>	<p>Cyber Essentials Scheme Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)]</p>
24.	<b>Progress Meetings and Progress Reports</b>	<p>The Supplier shall attend Progress Meetings with the Buyer As per the governance detailed in the Lot Specification (Schedule 2)</p> <p>The Supplier shall provide the Buyer with Progress Reports as detailed in the lot specification (Schedule 2)</p>
25.	<b>Guarantor</b>	Not applicable
26.	<b>Virtual Library</b>	<p>In accordance with Paragraph 2.2. of Schedule 30 (Exit Management)</p> <ul style="list-style-type: none"> <li>the period in which the Supplier must create and maintain the Virtual Library; and</li> <li>the Supplier shall update the Virtual Library every 30days</li> </ul>
27.	<b>Supplier's Contract Manager</b>	

28.	<b>Supplier Authorised Representative</b>	
29.	<b>Supplier Compliance Officer</b>	
30.	<b>Supplier Data Protection Officer</b>	
31.	<b>Supplier Marketing Contact</b>	
32.	<b>Key Subcontractors</b>	<p><b>Key Subcontractor 1</b></p>  <p><b>Key Subcontractor 2</b></p> 
33.	<b>Buyer Authorised Representative</b>	

For and on behalf of the Supplier:

For and on behalf of the Buyer DESNZ

Award Form, Crown Copyright 2023

Signature:		Signature:	
Name:		Name:	
Role:	Director	Role:	Head of Commercial
Date:	08/05/2025	Date:	08/05/2025