


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.

1.	Buyer	Department for Energy Security and Net Zero (the Buyer). Its offices are at: 3-8 Whitehall Place, London, SW1A 2EG
2.	Supplier	Name: Environmental Resources Management Ltd Address: 2 nd Floor Exchequer Court, 33 St Mary Axe, London, EC3A 8AA Registration number: 01014622
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables see Schedule 2 (Specification) for full details.
4.	Contract reference	██████████ / Framework Agreement ██████████ / BE24199
5.	Collaborative working principles	The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details.
6.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract. See Clause 6.3 for further details.
7.	Start Date	Monday 9 th December 2024
8.	Expiry Date	31 st March 2025
9.	Extension Period	3 Months up until 30 th June 2025 by giving the Supplier 1 Months written notice before this Contract expires. There is a provisional sum of £82,500.00 Excluding VAT for the optional 3-month extension. This sum is not guaranteed and where the Department choose to instruct the extension, the Supplier's Day rates for each

		staff grade submitted within AW5.2 shall apply to the extended period.
10.	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.
11.	Incorporated Terms (together these documents form the "this Contract")	<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> <ol style="list-style-type: none"> 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) 5. Schedule 1 (Definitions) 6. Schedule 6 (Transparency Reports) 7. Schedule 20 (Processing Data) <p>The following Schedules (in equal order of precedence):</p> <ul style="list-style-type: none"> • Schedule 2 (Specification) • Schedule 3 (Charges) • Schedule 5 (Commercially Sensitive Information) • Schedule 7 (Staff Transfer) • Schedule 10 (Service Levels) • Schedule 13 (Contract Management) • Schedule 14 (Business Continuity and Disaster Recovery) • Schedule 16 (Security) • Schedule 21 (Variation Form) • Schedule 22 (Insurance Requirements) • Schedule 24 (Financial Difficulties) • Schedule 25 (Rectification Plan) • Schedule 26 (Sustainability) • Schedule 27 (Key Subcontractors) • Schedule 29 (Key Supplier Staff) • Schedule 30 (Exit Management)

		(a) 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.
12.	Special Terms	<p>Special Term 1</p> <p>Clause 14.3.1 within Mid-Tier Core Terms is replaced with:</p> <p><i>14.3.1 The Buyer has the right to terminate this Contract at any time without reason by giving the Supplier not less than 1 Month's notice (unless a different notice period is set out in the Award Form) and if it's terminated Clause 14.6.3 applies.</i></p> <p>Special Term 2</p> <p>Clause 15.1 within Mid-Tier Core Terms is replaced with:</p> <p><i>Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £1 million or 150% of the Estimated Yearly Charges unless specified otherwise in the Award Form.</i></p>
13.	Buyer's Environmental Policy	<p>DESNZ Environmental Policy –</p>  <p>DESNZ & DSIT VSP 00 Environmental Poli</p>
14.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes as per their Framework Bid for BE23183.
15.	Buyer's Security Requirements and Security and ICT Policy	As set out in Schedule 16 (Security).
16.	Charges	Details in Schedule 3 (Charges)
17.	Estimated Year 1 Charges	Estimated £192,500.00 Excluding VAT
18.	Reimbursable expenses	None

19. Payment method	<p>All invoices should be sent to Department for Energy Security and Net Zero (DESNZ), 3-8 Whitehall Place, London, SW1A 2EG and a copy sent to the DESNZ Contract Manager coping in the DESNZ Work Stream Lead.</p> <p>Contract Manager, [REDACTED] - [REDACTED]</p> <p>The contract shall be invoiced on a time basis and any rates charged shall not exceed those agreed within the Framework Agreement. The invoices must be submitted at the beginning of each month between the 1st and 7th day verifying the services carried out to date (including deliverables), the staff grade, the number of days worked, and the day rate applied. Suppliers are to note the day rate must align with the specified day rate within AW5.2 Price Schedule.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details, to the Buyers Authorised representative.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable), Contract reference number (e.g. CON number. Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Buyers Authorised representative.</p>
20. Service Levels	<p>Not Applicable</p>
21. Liability	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £2 million or 150% of the Estimated Yearly Charges.</p> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being £10 million.</p>

22.	Cyber Essentials Certification	Not required.
23.	Progress Meetings and Progress Reports	As identified in Schedule 2 – Specification.
24.	Guarantor	Not applicable
25.	Virtual Library	Not applicable
26.	Supplier's Contract Manager	
27.	Supplier Authorised Representative	
28.	Supplier Compliance Officer	
29.	Supplier Data Protection Officer	
30.	Supplier Marketing Contact	
31.	Key Subcontractors	Key Subcontractor 1

32.	Buyer Authorised Representative	
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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:	