

Award Form, Crown Copyright 2023, [Subject to Contract]

## 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 (the Buyer). Its offices are on: 3-8 Whitehall Place, London, SW1A 2EG
<b>2. Supplier</b>	<p>Name: <b>UK Research and Innovation represented by the British Geological Survey (UKRI)</b></p> <p>Address: <b>Nicker Hill, Keyworth, Nottingham NG12 5GG (not registered)]</b></p> <p>Registration number: <b>N/A</b></p> <p>SID4GOV ID: <b>N/A</b></p>
<b>3. Contract</b>	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being Research on subsurface heat geospatial platform - see Schedule 2 (Specification) for full details.
<b>4. Contract reference</b>	Reference prj_3620.
<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>	<p>The Collaborative Working Principles do not apply to this Contract.</p> <p>See Clause 3.1.3 for further details.</p>
<b>7. Financial Transparency Objectives</b>	<p>The Financial Transparency Objectives do not apply to this Contract.</p> <p>See Clause 6.3 for further details.</p>
<b>8. Start Date</b>	15/8/2024


<b>9.</b>	<b>Expiry Date</b>	31 <sup>st</sup> July 2025
<b>10.</b>	<b>Extension Period</b>	Not applicable
<b>11.</b>	<b>Ending this Contract without a reason</b>	<p>The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.</p> <p>Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 90 days.</p>
<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><b>(d)</b> Schedule 36 (Intellectual Property Rights)</li> <li>(e) Schedule 1 (Definitions)</li> <li>(f) Schedule 6 (Transparency Reports)</li> <li>(g) Schedule 20 (Processing Data)</li> <li>(h) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> <li>(i) Schedule 2 (Specification)</li> <li>(ii) Schedule 3 (Charges)</li> <li>(iii) Schedule 5 (Commercially Sensitive Information)</li> <li>(iv) Schedule 7 (Staff Transfer)</li> <li>(v) Schedule 13 (Contract Management)</li> <li>(vi) Schedule 19 (Cyber Essentials Scheme)</li> <li>(vii) Schedule 21 (Variation Form)</li> <li>(viii) Schedule 22 (Insurance Requirements)</li> <li>(ix) Schedule 25 (Rectification Plan)</li> <li>(x) Schedule 26 (Sustainability)</li> <li>(xi) Schedule 29 (Key Supplier Staff)</li> <li>(xii) Schedule 30 (Exit Management)</li> </ul> </li> <li>(i) 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.</li> </ul>

13.	<b>Special Terms</b>	<p><b>Special Term 1</b> – Clause 8.4.1 of the Core Terms is deleted and replace with the following clause:</p> <p>8.4.1 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items, to the extent that the Supplier is lawfully able to amend its existing commercial terms.</p> <p><b>Special Term 2</b> – Clause 14.5.1(f) of the Core Terms is deleted and replace with the following clause:</p> <p>(f) The Supplier must, at no cost to the Buyer, co-operate fully in the handover.</p> <p><b>Special Term 3</b> – Clause 20 of the Core Terms is deleted and replace with the following clause:</p> <p>20.1 Both the Buyer and the Supplier acknowledge that they are both subject to the requirements of FOIA and the Environmental Information Regulations.</p> <p>20.2 A party to this Contract who receives a Request For Information (“the Recieving Party”) must tell the other party within forty eight (48) hours of the Request For Information being received by the Receiving Party.</p> <p>20.3 In accordance with a reasonable timetable and in any event within five (5) Working Days of a request from the Receiving Party, the other Party must give the Receiving Party full co-operation and information needed so the Receiving Party can:</p> <p>20.3.1 publish the Transparency Information; and</p> <p>20.3.2 comply with any Request for Information.</p> <p>20.4 To the extent that it is allowed and practical to do so, the Receiving Party will use reasonable endeavours to notify the other Party of a FOIA request and may talk to the other Party to help it decide whether to publish information under Clause 20.2. However, the extent, content and format of the disclosure is the Receiving Party’s decision in its absolute discretion.</p>
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		<p>Special Term 4 –</p> <p>The following text shall be added under Option 2 of Schedule 36 (IPR).</p> <p>To be applicable to Outputs 3, 6, 7, 8 and 9. These will be produced by the BGS and will be owned by DESNZ, and fully transferred to DESNZ upon completion at times agreed with DESNZ, but BGS will have non-exclusive access to these outputs. (See specification for outputs). For the avoidance of doubt, any outputs not expressly mentioned shall be treated as applicable to option 2 where Intellectual Property Rights are concerned.</p> <p>Special Term 5 –</p> <p>The following text shall be added under Option 4 of Schedule 36 (IPR).</p> <p>To be applicable to Outputs 1,2,4 and 5. BGS shall own new IPR that belongs to the aforementioned Outputs.</p> <p>Special Term 6-</p> <p>6.1 BGS hold a authorised certificate which exempts them from employers liability.</p> <p>6.2 BGS are not held to the professional indemnity insurance, public liability insurance and products liability insurance amounts within Schedule 22, but are self-insured as a public body.</p>
14.	<b>Buyer's Environmental Policy</b>	<p>Environmental policy <i>June 2023</i></p> <p><a href="#">DESNZ &amp; DSIT Environmental Policy v1.5.pdf</a></p> <p>Environment principles policy statement <i>updated Jan 2023</i></p> <p><a href="https://www.gov.uk/government/publications/environmental-principles-policy-statement/environmental-principles-policy-statement">https://www.gov.uk/government/publications/environmental-principles-policy-statement/environmental-principles-policy-statement</a></p>
15.	<b>Social Value Commitment</b>	As in Schedule 26.
16.	<b>Buyer's Security Requirements</b>	<p><b>Security Policy:</b></p> <p>Government Functional Standard GovS 007: Security, <i>last updated 13<sup>th</sup> Sept 2021</i></p>

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		<a href="https://www.gov.uk/government/collections/ict-strategy-resources#government-ict-strategy">https://www.gov.uk/government/collections/ict-strategy-resources#government-ict-strategy</a>
<b>17. Charges</b>		Details in Schedule 3 (Charges)
<b>18. Estimated Year 1 Charges</b>		This can be found in Proposal submitted by BGS on page 10 and Annex A and Annex D.
<b>19. Reimbursable expenses</b>		Recoverable as set out in Schedule 3 (Charges)
<b>20. Payment method</b>		The Department aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with Mid -Tier Contract terms and conditions.
<b>21. Service Levels</b>		Not applicable
<b>22. Liability</b>		<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 <b>£5 million</b> or <b>150%</b> 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 <b>£10 million</b>.</p>
<b>23. Cyber Essentials Certification</b>		Cyber Essentials Scheme Basic Certificate (or equivalent / greater) to be obtained prior to contract award. Details in Schedule 19 (Cyber Essentials Scheme)]
<b>24. Progress Meetings and Progress Reports</b>		The Supplier shall attend Progress Meetings with the Buyer bi-weekly throughout the project. The Supplier shall provide the Buyer with Progress Reports. The frequency of these reports will be agreed at the first meeting following contracts being signed.
<b>25. Guarantor</b>		Not applicable
<b>26. Virtual Library</b>		Not applicable
<b>27. Supplier's Contract Manager</b>		

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28.	Supplier Authorised Representative	
29.	Supplier Compliance Officer	
30.	Supplier Data Protection Officer	
31.	Supplier Marketing Contact	<div>[Insert name]</div> <div>[Insert job title]</div> <div>[Insert email address]</div> <div>[Insert phone number]</div>
32.	Key Subcontractors	<div>Key Subcontractor 1</div> <div>Name (Registered name if registered): [insert name]</div> <div>Registration number (if registered): [insert number]</div> <div>Role of Subcontractor: [insert role]</div> <div>[Guidance: copy above lines as needed]</div>
33.	Buyer Authorised Representative	

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	

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Role:		Role:	
Date:	15/8/2024	Date:	15/8/2024