


Award Form


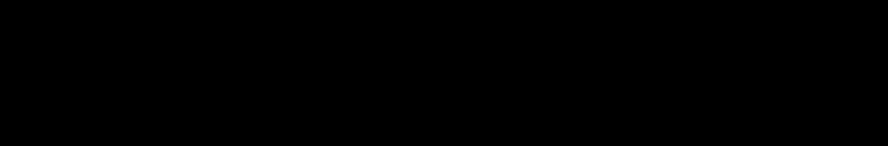
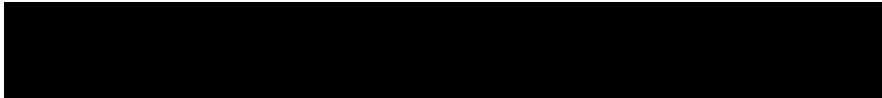
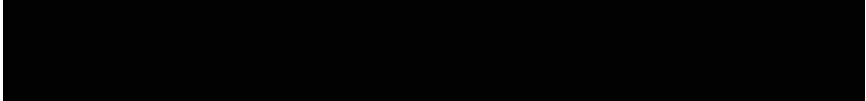
This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1. Buyer	<p>Department for Energy Security and Net Zero (the Buyer).</p> <p>Its offices are at: 3-8 Whitehall Place, London, SW1A 2EG</p>
2. Supplier	<p>Name: Ove Arup & Partners Ltd</p> <p>Address: 8 Fitzroy Street, London, W1T 4BJ</p> <p>Registration number: 01312453</p>
3. Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables, being NZM Quality Assurance Support - see Schedule 2 (Specification) for full details.</p>
4. Contract reference	<p>CON_6566 / BE24142</p>
5. Collaborative working principles	<p>The Collaborative Working Principles apply to this Contract.</p> <p>See Clause 3.1.3 for further details.</p>
6. Financial Transparency Objectives	<p>The Financial Transparency Objectives do not apply to this Contract.</p> <p>See Clause 6.3 for further details.</p>
7. Start Date	<p>Monday 5th August 2024</p>
8. Expiry Date	<p>Friday 22nd November 2024</p>
9. Extension Period	<p>1 month up until 31st December 2024</p>

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>The following special terms are incorporated into this award form:</p> <p>Special Term 1 which states the following:</p> <p>Liability shall be replaced with:</p> <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 £1 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>
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 £169,000.00 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.</p> <p>A copy of the invoice should also be sent to the Project Manager: [REDACTED]</p>
20. Service Levels	Not Applicable
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 £5 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	[REDACTED]
27. Supplier Authorised Representative	[REDACTED]
28. Supplier Compliance Officer	[REDACTED]

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