

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 (DESNZ) acting as part of the Crown Its offices are on: 3-8 Whitehall Place, London SW1A 2JP
2. Supplier	Name: Etude Consulting Limited Address: The Foundry, 5 Baldwin Terrace, London N1 7RU Registration number: 08114323
3. Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being the provision of Quality Assurance and Validation Lot 5 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 2024/S 000-038081
4. Contract reference	Con_7781
5. 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.
6. Collaborative working principles	The Collaborative Working Principles apply to this Contract. See Core Terms - Clause 3.1.3 for further details.
7. Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract See Core Terms - Clause 6.3 for further details.
8. Start Date	1 st June 2025
9. Expiry Date	31 st May 2027

10.	Extension Period	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
11.	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Core Terms - Clause 14.3.
12.	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> <ul style="list-style-type: none"> (a) This Award Form (b) Any Special Terms (see Section 13 (Special Terms) in this Award Form) (c) Core Terms (d) Schedule 36 (Intellectual Property Rights) (e) Schedule 1 (Definitions) (f) Schedule 20 (Processing Data) (g) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> (i) Schedule 2 (Specification) (ii) Schedule 3 (Charges) (iii) Schedule 5 (Commercially Sensitive Information) (iv) Schedule 7 (Staff Transfer) (v) Schedule 10 (Service Levels) (vi) Schedule 11 (Continuous Improvement) (vii) Schedule 13 (Contract Management) (viii) Schedule 14 (Business Continuity and Disaster Recovery) (ix) Schedule 16 (Security) (x) Schedule 18 (Supply Chain Visibility) (xi) Schedule 19 (Cyber Essentials Scheme) (xii) Schedule 21 (Variation Form) (xiii) Schedule 22 (Insurance Requirements) (xiv) Schedule 24 (Financial Difficulties) (xv) Schedule 25 (Rectification Plan) (xvi) Schedule 26 (Sustainability)

		<p>(xvii) Schedule 27 (Key Subcontractors)</p> <p>(xviii) Schedule 28 (ICT Services)</p> <p>(xix) Schedule 29 (Key Supplier Staff)</p> <p>(xx) Schedule 30 (Exit Management)</p> <p>(xxi) 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.	Special Terms	<p>Special Term 1 – Collaboration with suppliers from all lots within the publish programme as describe in Schedule 2 part 2 Requirements for HEM. This term will be monitored as a KPI and detailed in Schedule 10.</p>
14.	Buyer's Environmental Policy	<p>https://www.gov.uk/government/publications/environmental-and-sustainability-policy</p>
15.	Social Value Commitment	<p>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)</p>
16.	Buyer's Security Requirements and Security and ICT Policy	<p>Security Requirements: as set out in Schedule 16 (Security).</p> <p>Security Policy: https://www.gov.uk/government/publications/security-policy-framework</p> <p>For the purposes of Schedule 16 (Security) the Supplier is required to comply with the Security Policy.</p> <p>For the purposes of Supplier Staff vetting, the Supplier is required to comply with the Security Policy.</p> <p>ICT Policy: https://www.gov.uk/government/publications/information-communications-technology-policy</p> <p>For the purposes of Schedule 16 (Security) the Supplier is required to comply with the ICT Policy.</p> <p>For the purposes of Schedule 28 (ICT) Supplier is required to comply with the ICT Policy.</p>
17.	Charges	<p>Details in Schedule 3 (Charges)</p>

18.	Estimated Charges for contract term	Estimated total contract value for 48 months including extension options of 12month plus12 months is £1,350,000.00. The initial contract of 24months value is £1,197,935.00
19.	Reimbursable expenses	None
20.	Payment method	Validated invoices detailing 1. milestone-based for specific project deliverables 2.time-and-materials payments for ongoing technical support, within fixed monthly caps
21.	Service Levels	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels)</p> <p>The Service Credit Cap is: 25% of the milestone payment value</p> <p>The Service Period is: The period from the last milestone until the next milestone</p> <p>A Critical Service Level Failure is:</p> <p>Cumulative service level failures over a service period</p> <p>Definition: More than 3 Service Level Failures reported.</p> <p>Example: Within a service period, there is a late submission of financial information; a failure to complete agreed validation testing for a HEM release build; and a failure to review all agreed model documentation to the agreed timeline.</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 Critical Service Level Failure, the Service Credit Cap is no longer applicable.</p>
22.	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 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>
23.	Cyber Essentials Certification	Cyber Essentials Scheme Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)]

24.	Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer</p> <p>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> <p>The supplier shall provide the Buyer with progress report during the implementation period detailed implementation plan (Schedule 8)</p>
25.	Guarantor	Not applicable
26.	Virtual Library	<p>In accordance with Paragraph 2.2. of Schedule 30 (Exit Management)</p> <ul style="list-style-type: none"> the period in which the Supplier must create and maintain the Virtual Library; and the Supplier shall update the Virtual Library every 30days
27.	Supplier's Contract Manager	
28.	Supplier Authorised Representative	
29.	Supplier Compliance Officer	
30.	Supplier Data Protection Officer	
31.	Supplier Marketing Contact	

32.	Key Subcontractors	<p>Key Subcontractor 1</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Role of Subcontractor: Validation planning, testing & analysis, building stock evaluation, technical QA</p> <p>Key Subcontractor 2</p> <p>Name [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Role of Subcontractor: Validation planning, testing & analysis, SAP/PHPP modelling, building stock evaluation, technical QA, stakeholder engagement</p> <p>Key Subcontractor 3</p> <p>Name: [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Services to be provided: Building stock evaluation, technical QA, stakeholder engagement</p> <p>Key Subcontractor 4</p> <p>Name: [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Role of Subcontractor: Validation planning, testing & analysis, building stock evaluation, technical QA</p> <p>Key Subcontractor 5</p> <p>Name: [REDACTED]</p> <p>[REDACTED]</p>
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33.	Buyer Authorised Representative	<div></div> <div></div> <div></div> <div></div>

For and on behalf of the Supplier:		For and on behalf of the Buyer DESNZ	
Signature:	<div></div>	Signature:	<div></div>
Name:	<div></div>	Name:	<div></div>
Role:	Director	Role:	Commercial Lead
Date:	03/06/2025	Date:	05/06/2025