**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.

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|  | **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   |
|  | **Supplier** |

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| Name:  | City Science Corporation Ltd 2 |
| Address:  | City Science Corporation Ltd, Broadwalk House, Southernhay Walk, Exeter, EX1 1TS |
| Registration number:  | 09801932 |

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|  | **Contract** | This Contract between the Buyer and the Supplier is for the supply of Deliverables, being The provision of HEM methodologies for EPCs and Part L/FHS Lot 2 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  |
|  | **Contract reference** | Con\_7776 |
|  | **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. |
|  | **Collaborative working principles** | The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details. |
|  | **Financial Transparency Objectives** | The Financial Transparency Objectives do not apply to this ContractSee Clause 6.3 for further details. |
|  | **Start Date** | 14th April 2025 |
|  | **Expiry Date** | 13th April 2027 |
|  | **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 |
|  | **Ending this Contract without a reason** | The Buyer shall be able to terminate this Contract in accordance with Clause 14.3. |
|  | **Incorporated Terms** (together these documents form the **"this Contract"**) | 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:1. This Award Form
2. Any Special Terms (see **Section 13 (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)
8. The following Schedules (in equal order of precedence):
	1. Schedule 2 (Specification)
	2. Schedule 3 (Charges)
	3. Schedule 5 (Commercially Sensitive Information)
	4. Schedule 7 (Staff Transfer)
	5. Schedule 8 (Implementation Plan & Testing)
	6. Schedule 10 (Service Levels)
	7. Schedule 11 (Continuous Improvement)
	8. Schedule 13 (Contract Management)
	9. Schedule 14 (Business Continuity and Disaster Recovery)
	10. Schedule 16 (Security)
	11. Schedule 18 (Supply Chain Visibility)
	12. Schedule 19 (Cyber Essentials Scheme)
	13. Schedule 21 (Variation Form)
	14. Schedule 22 (Insurance Requirements)
	15. Schedule 24 (Financial Difficulties)
	16. Schedule 25 (Rectification Plan)
	17. Schedule 26 (Sustainability)
	18. Schedule 27 (Key Subcontractors)
	19. Schedule 28 (ICT Services)
	20. Schedule 29 (Key Supplier Staff)
	21. Schedule 30 (Exit Management)
	22. Schedule 32 (Background Checks)
9. 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.
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 | **Special Terms** | Special Term 1 – Collaboration with suppliers from all lots within the publish programme Lots as describe in schedule 2 part 6Requirements for HEM: Ingestion of Innovative Technologies. This term will be monitored as a KPI and detailed in Schedule 10.  |
|  | **Buyer’s Environmental Policy**  | <https://www.gov.uk/government/publications/environmental-and-sustainability-policy>  |
|  | **Social Value Commitment** | 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) |
|  | **Buyer’s Security Requirements and Security and ICT Policy** | Security Requirements: as set out in Schedule 16 (Security). **Security Policy:** [**https://www.gov.uk/government/publications/security-policy-framework**](https://www.gov.uk/government/publications/security-policy-framework)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.**ICT Policy:** [**https://www.gov.uk/government/publications/information-communications-technology-policy**](https://www.gov.uk/government/publications/information-communications-technology-policy) 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. |
|  | **Charges** | Details in Schedule 3 (Charges) |
|  | **Estimated Charges for contracted term (24 months)** | £807,375.00 |
|  | **Reimbursable expenses** | None  |
|  | **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  |
|  | **Service Levels** | Service Credits will accrue in accordance with Schedule 10 (Service Levels)The Service Credit Cap is: 25% of 1 month (invoice) £value The Service Period 1MonthA Critical Service Level Failure is: 1: Cumulative service level failures over a service periodDefinition: More than 3 Service Level Failures reported.Example: For a Release Build milestone, there aresimultaneously missing features, critical issues discovered,missing unit tests and a delay to delivery, each exceeding thecorresponding Service Level Threshold.Consequences: "Service credit of up to 50% of the milestonepayment, mandatory corrective actions, and escalation to highermanagement. In the event of a Critical Service Level Failure, theService Credit Cap is no longer applicable.2: Severe Release Build DelayDefinition: Any combination of Service Level Failures whichcauses a Release Build to be delayed by more than 10 workingdays or delayed by any amount with less than 10 working days’warning.Example: For reasons arising from Service Level Failures, aRelease Build delivery is delayed by more than 10 working days.Alternatively, a Release Build is delayed by 5 working days, butwith fewer than 10 days’ warning before the deadline.Consequences: "Service credit of up to 50% of the milestonepayment, mandatory corrective actions, and escalation to highermanagement. In the event of a Severe Build Delay, the ServiceCredit Cap is no longer applicable. Also, immediate suspension offurther payments until issues are resolved, and mandatory qualityreview. |
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 | **Liability** | 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 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  |
|  | **Cyber Essentials Certification** | Cyber Essentials Scheme Plus Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)] |
|  | **Progress Meetings and Progress Reports** | * The Supplier shall attend Progress Meetings with the Buyer
* As per the governance detailed in the Lot Specification (Schedule 2)
* The Supplier shall provide the Buyer with Progress Reports as detailed in the lot specification (Schedule 2)
* The supplier shall provide the Buyer with progress report during the implementation period detailed implementation plan (Schedule 8)
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|  | **Guarantor** | Not applicable |
|  | **Virtual Library** | In accordance with Paragraph 2.2. of Schedule 30 (Exit Management)* the period in which the Supplier must create and maintain the Virtual Library; and
* the Supplier shall update the Virtual Library every 30days
 |
|  | **Supplier’s** **Contract****Manager** |  |
|  | **Supplier Authorised Representative** |  |
|  | **Supplier Compliance Officer** |  |
|  | **Supplier Data Protection Officer** |  |
|  | **Supplier Marketing Contact** |  |
|  | **Key Subcontractors** | **Key Subcontractor 1****Key Subcontractor 2****Key Subcontractor 3****Key Subcontractor 4** |
|  | **Buyer Authorised Representative** |  |

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| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer DESNZ** |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: | Finance Director | Role: | Head of Commercial \_ Net Zero |
| Date: | 23/04/2025 | Date: | 27/04/2025 |