

# 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.	<b>Buyer</b>	Department for Energy Security and Net Zero (the Buyer) Its offices are on: 3-8 Whitehall Place London SW1A 2HP
2.	<b>Supplier</b>	Name: Linklaters LLP Address: 1 Silk Street London EC2Y 8HQ Registration number: OC326345 SID4GOV ID: N/A
3.	<b>Contract</b>	This Contract between the Buyer and the Supplier is for the supply of Legal Services for the Sizewell C (SZC) project. This involves providing advice and support in relation to ongoing discussions and negotiations with the SZC company and its shareholders in relation to the SZC Project. See Schedule 2 (Specification) for full details.
4.	<b>Contract reference</b>	Con_3759
5.	<b>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.
6.	<b>Collaborative working principles</b>	The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 of the Core Terms for further details.

<b>7.</b>	<b>Financial Transparency Objectives</b>	The Financial Transparency Objectives apply to this Contract. See Clause 6.3 of the Core Terms for further details.
<b>8.</b>	<b>Start Date</b>	01 <sup>st</sup> December 2023
<b>9.</b>	<b>Expiry Date</b>	30 <sup>th</sup> September 2024
<b>10.</b>	<b>Extension Period</b>	Two optional 3-month extensions dependant on Final Investment Decision (FID) date:  a) Optional further 3-month period up to 31 <sup>st</sup> December 2024.  b) Optional further 3-month period up to 31 <sup>st</sup> March 2025.  Extension exercised where the Buyer gives the Supplier no less than 1 Month's written notice before this Contract expires.
<b>11.</b>	<b>Ending this Contract without a reason</b>	The Buyer shall be able to terminate this Contract in accordance with Clause 14.4 of the Core Terms.  Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 90 days.
<b>12.</b>	<b>Incorporated Terms</b> (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:  a) This Award Form b) Core Terms c) Schedule 1 (Definitions) d) The following Schedules (in equal order of precedence): a. Schedule 2 (Specification) b. Schedule 3 (Charges) c. Schedule 5 (Commercially Sensitive Information) d. Schedule 6 (Transparency Reports) e. Schedule 10 (Service Levels) f. Schedule 11 (Continuous Improvement) g. Schedule 13 (Contract Management) h. Schedule 16 (Security)

		<ul style="list-style-type: none"> <li>i. Schedule 20 (Processing Data)</li> <li>j. Schedule 21 (Variation Form)</li> <li>k. Schedule 25 (Rectification Plan)</li> <li>l. Schedule 26 (Sustainability)</li> <li>m. Schedule 29 (Key Supplier Staff)</li> <li>n. Schedule 30 (Exit Management)</li> <li>o. Schedule 36 (Intellectual Property Rights)</li> </ul> <ul style="list-style-type: none"> <li>e) Annex 2: DESNZ Security Policy</li> <li>f) Annex 3: Non-Disclosure Agreement</li> <li>g) Annex 4: Conflict of Interest Declaration</li> </ul>
13.	<b>Special Terms</b>	N/A
14.	<b>Buyer's Environmental Policy</b>	<a href="#">DESNZ &amp; DSIT Environmental Policy v1.5.pdf</a>
15.	<b>Social Value Commitment</b>	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 provide the Social Value Reports as set out in Schedule 26 (Sustainability)
16.	<b>Buyer's Security Requirements and Security and ICT Policy</b>	As set out in Schedule 16 (Security).
17.	<b>Charges</b>	Details in Schedule 3 (Charges)
18.	<b>Estimated Year 1 Charges</b>	<p>£12,000,000 excluding VAT for first 10 months.</p> <p>Then two optional 3-month extensions:</p> <p>Extension 1: £2,340,000 excluding VAT.</p> <p>Extension 2: £1.620,000 excluding VAT.</p>
19.	<b>Reimbursable expenses</b>	Disbursements in respect of counsel fees, fees for Economic Consultants, other disbursements. Such disbursement shall be paid by the Buyer. Such disbursement shall be paid by the Buyer subject to 30 days' notice being provided by the Supplier

		and written approval granted by the Buyer. Travel expenses will not be reimbursed.
<b>20.</b>	<b>Payment method</b>	The payment method for this Contract is by BACS following a valid invoice on a monthly basis.
<b>21.</b>	<b>Service Levels</b>	<p>Service Levels will be monitored using the following scoring system:</p> <p>Green score: If a green score has been awarded to a service level then no further action is required from the Supplier, with the exception of continuing activities to maintain this score for the next reporting period.</p> <p>Amber score: If an amber score has been awarded, the Supplier must examine and implement measures to prevent this service level being scored an amber in subsequent reporting periods and requirements. The Supplier must create a Rectification Plan at their own cost. This must detail how they will change their practices to prevent another amber score being awarded for this service level. The timeline for producing this Rectification Plan must be agreed between the Buyer and the Supplier and must only be implemented following approval by the Buyer. The Buyer reserves the right to terminate the Contract if a satisfactory Rectification Plan cannot be agreed.</p> <p>Red score: If a red score is awarded the Supplier must create a Rectification Plan at their own cost. This Rectification Plan must detail how they will change practices to prevent another red score being awarded for this service level. As above, the Buyer must agree to the timelines and contents of the Rectification Plan prior to implementation and reserves the right to terminate the Contract if a satisfactory plan cannot be agreed. If, following implementation of a Rectification Plan, the Supplier scores a red in the same service level in any subsequent period throughout the duration of the Contract, the Buyer reserves the right to terminate the Contract under Clause 14.3.1 of the Core Terms. The Buyer also reserves the right to terminate this Contract based on a red score without requesting a Rectification Plan, if it is of the Buyer's view that a material Default has occurred under Clause 14.5 of the Core Terms. The Buyer reserves the right to suspend, or partially terminate this Contract, while a Rectification Plan is being developed and agreed, where there is justification to do so.</p> <p>Monthly meetings with Linklaters reviewing the quality and performance of Service Levels will enable consistent, high-quality monitoring from DESNZ, alongside ensuring that actions are taken with the supplier to guarantee they are meeting all targets presented.</p>

22.	<b>Liability</b>	<p>To the extent permissible under applicable laws, regulations or rules, the aggregate liability of the Supplier to all persons including, without limitation, the Buyer and the Other Public Bodies will be limited to £100 million, in respect of all losses, liabilities, damages, costs, expenses or claims (collectively “losses”) arising out of or in connection with the Contract or the Services however caused, including arising as a result of breach of contract or statutory duty, negligence or any other act or omission but excluding liability for fraud, wilful default, personal injury, or gross negligence (in jurisdictions where such an exclusion would not be permitted), for which the Supplier will have unlimited liability. Accordingly, the Supplier will have no liability in respect of any such losses after the Supplier (or any person on its behalf) has paid out £100 million in respect of any such losses.</p> <p>The Supplier will not be liable or responsible for the actions of any third party (other than third parties that are the Supplier’s own Sub-Contractors). In the event of a claim, the Supplier will only be liable for the amount of the damage that the Supplier has caused (notwithstanding any separate arrangements the Buyer or another party has or may make with such third party) and the Supplier will not be jointly and severally liable as any harm caused by such third party.</p> <p>Clause 15.4 of the Core Terms shall be amended to read “In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 9.3.2, 10.2 or 35.3 of the Core Terms.</p>
23.	<b>Cyber Essentials Certification</b>	Not required
24.	<b>Progress Meetings</b>	Details in Schedule 6 (Transparency Reports) and Schedule 13 (Contract Management).

	<b>and Progress Reports</b>	
<b>25.</b>	<b>Guarantor</b>	Not applicable
<b>26.</b>	<b>Virtual Library</b>	<p>In accordance with Paragraph 2.2. of Schedule 30 (Exit Management):</p> <ul style="list-style-type: none"> <li>• The period in which the Supplier will store any advice or other document created as part of the Services on its internal document management system, is six months following expiry of the contract and</li> <li>• The Supplier shall keep such document management system updated every quarter.</li> <li>• All legal advice provided to named parties (see Section 4 of the Specification) over the duration of this contract must be documented and easily accessible for any crown party. The Supplier must ensure all documents are saved in shareable areas for all parties to review for the continuity of the project going forward.</li> </ul>
<b>27.</b>	<b>Supplier's Contract Manager</b>	<div>████████████████████</div> <div>██████</div> <div>██</div> <div>████████████████</div>
<b>28.</b>	<b>Supplier Authorised Representative</b>	<div>████████████████████</div> <div>██████</div> <div>██</div> <div>████████████████</div>
<b>29.</b>	<b>Buyer Authorised Representative</b>	<div>████████████████████</div> <div>██</div> <div>██</div> <div>████████████████</div>

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