

## 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>	<p>Department for Energy Security &amp; Net Zero (DESNEZ): acting as part of the Crown (the Buyer).</p> <p>Its offices are on: 3-8 Whitehall Place, London, SW1A 2EG</p>
<b>2. Supplier</b>	<p>Name: <b>Ipsos (Market Research) Ltd</b></p> <p>Address: <b>3 Thomas More Square London E1W 1YW</b></p> <p>Registration number: <b>00948470</b></p> <p>SID4GOV ID: <b>n/a</b></p>
<b>3. Contract</b>	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables - see Schedule 2 (Specification) for full details.</p> <p>This opportunity is advertised in this Contract Notice in Find A Tender, reference 2024/S 000-009104 (FTS Contract Notice).</p>
<b>4. Contract reference</b>	<b>PS24030 Lot 1 and 3</b>
<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>	29 <sup>th</sup> July 2024
<b>9. Expiry Date</b>	21st June 2027

10.	<b>Extension Period</b>	<p>The initial contract will be for 3 years with the option to extend +1 and +1.</p> <p>Extension exercised where the Buyer gives the Supplier no less than 2 Months written notice before this Contract expires.</p>
11.	<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 2 months.</p>
12.	<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 14 (Special Terms)</b> in this Award Form)</li> <li>(c) Core Terms</li> <li>(d) Schedule 36 (Intellectual Property Rights)</li> <li>(e) Schedule 1 (Definitions)</li> <li>(f) Schedule 20 (Processing Data)</li> <li>(g) 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 19 (Cyber Essentials Scheme)</li> <li>(vi) Schedule 20 (Processing Data)</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 27 (Key Subcontractors)</li> <li>(xii) Schedule 29 (Key Supplier Staff)</li> </ul> </li> <li>(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.</li> </ul>

13.	<b>Special Terms</b>	N/A
14.	<b>Buyer's Environmental Policy</b>	<p style="text-align: center;"><b>DESNZ &amp; DSIT: Environmental Policy</b></p> <p>DESNZ and DSIT are UK government departments respectively leading on energy security &amp; net zero and science, innovation &amp; technology. We are committed to protecting the environment and preventing pollution. We undertake all our activities</p> <p>in a responsible manner, using best practice, to reduce the environmental impacts of our operations and to enhance and improve environmental performance and the Environmental Management System. DESNZ and DSIT are committed to fulfilling all environmental compliance obligations as a minimum and will strive to continually improve the environmental performance of our buildings, operations and supply chains.</p> <p>DESNZ &amp; DSIT will:</p> <ul style="list-style-type: none"> <li>• Proactively reduce our carbon footprint by implementing energy saving practices and technologies, to be more energy efficient;</li> <li>• Mitigate the impacts of business travel through relevant policies and procedures;</li> <li>• Preserve and enhance biodiversity on our sites where we have opportunities and scope to do so;</li> <li>• Proactively use innovation and technology to ensure efficient use of water;</li> <li>• Embed the Waste Hierarchy into all waste procedures while also managing waste according to our duty of care;</li> <li>• Understand and assess climate change adaptation risks for our key sites, to ensure business continuity and resilience;</li> <li>• Consider sustainability in all procurement decisions, focusing on decarbonisation, sustainable resource use and climate change adaptation;</li> <li>• Minimise the consumption of natural resources and reducing environmental impacts through our supply chains;</li> <li>• Manage fuels and hazardous substances appropriately to minimise environmental risks;</li> <li>• Regularly review performance of environmental objectives and targets;</li> </ul>

		<ul style="list-style-type: none"> <li>• Regularly report on progress to the senior responsible officer;</li> <li>• Communicate this policy to our staff, to everyone working for or on behalf of DESNZ and DSIT and interested parties to ensure they understand the environmental impacts of their job and how to minimise these.</li> </ul> <p>DESNZ and DSIT shall monitor and review effectiveness of this policy through ISO</p> <p>14001:2015 Environmental Management System and in conjunction with the ISO</p> <p>50001:2018 Energy Management System.</p>
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>	<p><b>Security Policy:</b>  <a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a></p> <p>For the purposes of Schedule 16 (Security) the Supplier is not required to comply with the Security Policy.</p> <p>For the purposes of Supplier Staff vetting, the Supplier is not required to comply with the Security Policy.</p> <p><b>ICT Policy:</b></p> <p>For the purposes of Schedule 16 (Security) the Supplier is not required to comply with the ICT Policy.</p> <p>For the purposes of Schedule 28 (ICT) Supplier is not required to comply with the ICT Policy.</p>
17.	<b>Charges</b>	Details in Schedule 3 (Charges)
18.	<b>Estimated Year 1 Charges</b>	n/a
19.	<b>Reimbursable expenses</b>	None
20.	<b>Payment method</b>	The Supplier shall submit an invoice within 28 days of supplying the Supplies and or performing Services to the satisfaction of the Contracting Authority. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, the Contracting Authority shall pay the

		<p>Supplier within 30 days of receipt of an invoice via BACS payment.</p> <p>If you have a query regarding an outstanding payment please contact our accounts payable section either by email to <a href="mailto:ap@uksbs.co.uk">ap@uksbs.co.uk</a> or by telephone 01793-867004 between 09:00 and 17:00 Monday to Friday</p> <p>The Supplier must facilitate payment by the Buyer of the Charges under a Call-Off Contract under any method agreed with the Buyer in the Order Form.</p> <p>The Supplier must facilitate a change of payment method during the term of any Call-Off Contract.</p> <p>The Supplier shall not charge the Buyer for a change in payment method during the term of the Call-off Contract.</p> <p>Please send invoices to <a href="mailto:ap@uksbs.co.uk">ap@uksbs.co.uk</a> or Billingham (UKSBS, Queensway House, West Precinct, Billingham, TS23 2NF)</p>
21.	<b>Service Levels</b>	Not applicable
22.	<b>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>
23.	<b>Cyber Essentials Certification</b>	Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme)
24.	<b>Progress Meetings and Progress Reports</b>	<p>The Supplier shall attend Progress Meetings with the Buyer every To be confirmed within the Call-Off Contracts</p> <p>The Supplier shall provide the Buyer with Progress Reports every To be confirmed within the Call-Off Contracts</p>
25.	<b>Guarantor</b>	Not applicable
26.	<b>Virtual Library</b>	Not applicable

27.	<b>Supplier's Contract Manager</b>	
28.	<b>Supplier Authorised Representative</b>	
29.	<b>Supplier Compliance Officer</b>	
30.	<b>Supplier Data Protection Officer</b>	
31.	<b>Supplier Marketing Contact</b>	
32.	<b>Key Subcontractors</b>	
33.	<b>Buyer Authorised Representative</b>	