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Homes for Net Zero – Research Services Award Form

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This Award Form creates the 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 (the Buyer). Its offices are on: 3-8 Whitehall Place, London, SW1A 2EG
2.	Supplier	Name: Energy Systems Catapult Ltd Address: 7th Floor, Cannon House, The Priory Queensway, Birmingham, B4 6BS Registration number: 08705784 SID4GOV ID:
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity is advertised in the Contract Notice in Find A Tender, reference prj_1518 (FTS Contract Notice).

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4.

Contract reference

Homes for Net Zero – Research Services (prj_1518)

5.

Deliverables

See Schedule 2 (Specification) for further details.

Work Package Summary

Work Package	Brief description
WP0 – Project management	Manage the project throughout and regularly report to the DESNZ project governance.
WP1 – Literature review	Review existing academic and industry literature around the research questions and develop methodology to build on existing work.
WP2 – Participant recruitment	Recruit and obtain homeowner agreements for at least 1000 homes into the project. Put in place any required data sharing agreements.
WP3 – Basic monitoring	Design, trial and deploy a basic level of monitoring for all homes in the trial including energy consumption using smart meters and internal temperatures.
WP4 – Detailed monitoring and interventions	For a portion of the full sample of homes, design, trial and deploy a more detailed package(s) of monitoring equipment and intervention measures to answer the research questions. Specify the number of homes within different test groups to be delivered.
WP5 – Roadmapping	Design, trial and deliver a consumer engagement offering that will support them on their journey to Net Zero and collect data to answer associated research questions.
WP6 – Data collection and processing	Collect data on energy consumption, internal temperatures, consumer preferences and behaviour for a minimum of 1 year and ensure this data is robust and reliable.
WP7 – Data analysis	Analyse the data arising from the project to answer the research questions.
WP8 – Reporting and dissemination	Provide a detailed description of the project, methodology, results and conclusions in a technical report. Summary findings from the project in an executive summary. Present findings to DESNZ and others.
If required, WP9 – Handover and exit	Develop a handover or exit plan to any new supplier in readiness for Phase 2 and transfer all arising IP to DESNZ.

6.

Buyer Cause

Any 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 the Contract and in respect of which the Buyer is liable to the Supplier.

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7.	Collaborative working principles	The Collaborative Working Principles do not apply to this Contract. See Clause 3.1.3 for further details.
8.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract. See Clause 6.3 for further details.
9.	Start Date	16/10/2023
10.	Expiry Date	31/03/2025
11.	Extension Period	<p>The Contract will end on 31/03/25 but may be extended until 31/03/27.</p> <p>The contract is to be for a period of approximately 18 months unless terminated or extended by the Department in accordance with the terms of the contract. The price agreed for any extension would be based on the unit prices supplied in the first phase of the contract.</p> <p>There is a possibility that the contract could be extended for up to a further 24 months in order to deliver a second phase of the in-home monitoring as well as the installation of additional measures. Any extension will NOT be for the purposes of delivering Phase 1 of the contract. The possibility of extension to deliver Phase 2, will be at the discretion of DESNZ and will depend on Departmental budgetary and approval processes, as well as best value for money considerations (including, without limitation, successful completion of the existing contract scope). The project shall be split into two core phases: phase 1 and phase 2. Phase 1 will be delivered first and Phase 2 will be conditional upon securing the relevant funding approvals to commence Phase 2 following the internal review of the successful completion of phase 1.</p> <p>Following the review of the delivery of Phase 1, the Buyer is entitled to exercise the right not to commence Phase 2. If this occurs, the contract will be finalised after the completion of Phase 1.</p> <p>If Phase 1 is approved, and successfully completed, the Buyer is entitled to exercise its right to extend the contract by up to a further 24 months to deliver Phase 2 of the project. If the Buyer wishes to extend this Contract, it shall give the Supplier at least 3 months' written notice of such intention before the expiry of the contract.</p>
12.	Ending the Contract without a reason	The Buyer shall be able to terminate the Contract in accordance with Clause 14.3.

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13.	Incorporated Terms (together these documents form the " the Contract ")	<p>The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies:</p> <p>This Award Form</p> <ul style="list-style-type: none"> a) Any Special Terms (see Section 14 (Special Terms) in this Award Form) b) Core Terms c) Schedule 36 (Intellectual Property Rights) d) Schedule 1 (Definitions) e) Schedule 6 (Transparency Reports) f) Schedule 20 (Processing Data) g) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> a. Schedule 2 (Specification) b. Schedule 3 (Charges) c. Schedule 5 (Commercially Sensitive Information) d. Schedule 9 (Installation Works) e. Schedule 13 (Contract Management) f. Schedule 16 (Security) g. Schedule 19 (Cyber Essentials Scheme) h. Schedule 20 (GDPR Requirement) i. Schedule 21 (Variation Form) j. Schedule 22 (Insurance Requirements) k. Schedule 25 (Rectification Plan) l. Schedule 26 (Sustainability) m. Schedule 27 (Key Subcontractors) n. Schedule 29 (Key Supplier Staff) o. Schedule 30 (Exit Management) p. Schedule 32 (Background Checks) 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 aspect of the Tender will take precedence over the documents above.
14.	Special Terms	<p>Special Term 1 -</p> <p>Any works or installation of equipment associated with the delivery of the requirements of this project in participant homes.</p>

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		<p>The Buyer holds the Supplier (and any subcontractors) liable for any loss and or damage it causes to the participating householders' homes, "the premises", during the installation, use and removal of the monitoring equipment and the implementation of any measures/activities in relation to the delivery of this contract. The Supplier is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear or tear.</p> <p>The Supplier will comply with any health and safety requirements in relation to the installation, use and removal of the monitoring equipment and the implementation of any measures/activities in relation to the delivery of this contract at the Premises.</p> <p>The Supplier will immediately notify the Buyer of any incident at the premises that causes any damage to the premises and/or objects on the premises and also advise what remedial action will be taken to rectify the issue.</p> <p>As a separate and independent obligation and liability, the Supplier will indemnify and compensate the Buyer against any claims, losses and expenses which may result from the Supplier causing damage to the premises and or any objects on the premises during the installation, use and removal of the monitoring equipment and the implementation of any measures/activities in relation to the delivery of this contract.</p> <p>Contractors should ensure they have sufficient, relevant, insurance in place to cover any possible issues including, but not limited to, professional indemnity insurance of at least £2m.</p> <p>Specific requirements for levels of liability insurance are outlined in Schedule 22.</p> <p>In the event of that the buyers wishes to terminate the agreement with the Supplier but continue with Phase 2 with a different supplier the terms of the letter sent by the supplier dated 15th Sept, copy attached to this contract award form (Annex 1), would apply.</p>
15.	Sustainability	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with Schedule 26 (Sustainability).
16.	Buyer's Environmental Policy	<p>DESNZ & DSIT: Environment Policy</p> <p>[Appended at Schedule [26]]</p>

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17.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and provide the Social Value Reports as set out in Schedule 26 (Sustainability)
18.	Buyer's Security Policy	Details in Schedule 16 (Security)
19.	Commercially Sensitive Information	Supplier's Commercially Sensitive Information: Schedule 5 (Commercially Sensitive Information)
20.	Charges	Details in Schedule 3 (Charges)
21.	Reimbursable expenses	Recoverable as set out in Schedule 3 (Charges)
22.	Payment method	The Department aims to pay all correctly submitted invoices as soon as possible with a target of 10 days from the date of receipt and within 30 days at the latest in line with Mid -Tier Contract terms and conditions.
23.	Service Levels	Not applicable
24.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
25.	Liability	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under the 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, £20 million.</p>
26.	Cyber Essentials Certification	Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme).
27.	Progress Meetings and Progress Reports	<ul style="list-style-type: none"> The Supplier shall attend Progress Meetings with the Buyer. Regular project meetings should be held at least weekly until all installations of measures are complete, and at least every two weeks until the end of the project. The Supplier shall provide the Buyer with Progress Reports as above.
28.	Guarantee	Not applicable
29.	Virtual Library	Not applicable.

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30.	Supplier Contract Manager	[REDACTED]
31.	Supplier Authorised Representative	[REDACTED]
32.	Supplier Compliance Officer	[REDACTED]
33.	Supplier Data Protection Officer	[REDACTED]
34.	Supplier Marketing Contact	[REDACTED]
35.	Key Subcontractors	<p>Key Subcontractor 1</p> <p>Name (Registered name if registered): E.On Energy Solutions Limited</p> <p>Registration number (if registered): 03407430</p> <p>Role of Subcontractor: WP2 – Lead on Participant recruitment, WP 4 – Lead on interventions; WP5 – Roadmapping – support delivery; WP6 – Data collection and processing – support with DCC requests and data transfers.</p> <p>Key Subcontractor 2</p> <p>Name (Registered name if registered): UCL Consultants Limited</p> <p>Registration number (if registered): 03332258</p> <p>Role of Subcontractor: WP1: Literature review lead; WP2: Recruitment – supporting role; WP6: Data collection and processing - supporting role;</p>

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		<p>WP7: Data Analysis – supporting role; WP8: – reporting and dissemination – supporting role.</p> <p>Key Subcontractor 3</p> <p>Name (Registered name if registered): Oxford University Trading Limited</p> <p>Registration number (if registered): 04070835</p> <p>Role of Subcontractor: WP3: Basic Monitoring – supporting role; WP6: Data collection and processing – supporting role.</p>
36.	Buyer Authorised Representative	[REDACTED]

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	10/16/2023	Date:	10/16/2023