

CONTRACT FOR THE PROVISION OF *RESEARCH AND DEVELOPMENT PROJECT WORK* TO THE DEPARTMENT OF ENERGY AND CLIMATE CHANGE UNDER THE UK GREENHOUSE GAS INVENTORY AND AIR QUALITY POLLUTANT INVENTORY FRAMEWORK AGREEMENT

This Contract is dated 30/7/2015 and is made between:-

1. **The Secretary of State for Energy and Climate Change** (the "Authority") of 3 Whitehall place, London SW1A 2AW;

and
2. **Ricardo-AEA** (the "Contractor") whose registered office is at The Gemini Building, Fermi Avenue, Harwell, Didcot, Oxfordshire, OX11 0QR

INTRODUCTION

- (A) On 6th of July 2015 the Authority issued an invitation to tender for the provision of Research Project: *A review of the NAEI shipping emissions methodology*. This included the specification a copy of which is set out in Schedule 1 (the "Specification").
- (B) In response the Contractor submitted a proposal dated 21st July 2015 and entitled "*A review of the NAEI shipping emissions methodology*" explaining how it would provide the services a copy of which is set out in Schedule 2 (the "Proposal").

The parties agree as follows:-

1. SUPPLY OF SERVICES AND PRICE

In consideration of payment by the Authority to the Contractor of the sum of ~~£87,544~~ (exclusive of Value Added Tax) (the "Contract Price"), of which £18,550 of this total is for estimated data costs which may increase or decrease once confirmed (Ricardo-AEA must provide proof of data costs), and in accordance with (a) the Specification; (b) the Proposal; and (c) the Authority's **Standard Terms and Conditions of Contract for Services** (the "**Standard Terms**") (a copy of which were issued by the Authority with the Invitation to Tender for the Framework Agreement; and (d) the Correspondence, the Contractor shall provide the Services described in the Specification and the Proposal and the Correspondence to the Authority.

2. COMMENCEMENT AND CONTINUATION

This contract shall commence on the 3rd of August and subject to any provisions for earlier termination contained in the Standard Terms shall end on the 31st of January 2016.

3. TERMS AND CONDITIONS

- 3.1 The Standard Terms shall form part of this Contract. In the event of conflict between these clauses and the Standard Terms, these clauses shall prevail to the extent of the conflict.
- 3.2 The Contractor's Standard Terms and Conditions of business shall not apply to this Contract.
- 3.3 This Contract is formed of these clauses and the Schedules hereto. Any other attachments are provided for information purposes only and are not intended to be legally binding.

4. CONTRACTOR'S OBLIGATIONS

- 4.1 Where the Contractor is performing services for the Authority it shall do so in accordance with the Specification and exercise reasonable skill and care.

5. MANAGEMENT AND COMMUNICATIONS

- 5.1 The Contractor shall perform the Services under the direction of the Authority.
- 5.2 Any direction by the Authority may be given by Stephen Forden (the "Contract Manager") who is an officer in the Authority's Science and Innovation Directorate, 3 Whitehall Place, London, SW1A 2AW or such other person as is notified by the Authority to the Contractor in writing.
- 5.3 The Contractor appoints Tim Scarbrough to be the Contractor's first point of contact for this Contract. All queries to the Contractor from the Authority's Contract Manager shall initially be addressed to the Contractor's first point of contact.
- 5.4 The Contractor's first point of contact and the Contract Manager shall meet as often as either the Contractor or the Authority may require to review the Contractor's performance of the Contract.

6. INVOICES AND PAYMENT

- 6.1 Subject to the Contractor providing the Services to the Authority in accordance with this Contract and submitting invoice/s to the Contract Manager in the manner reasonably required by the Contract Manager payment will be made by the Authority to the Contractor in accordance with clause 11 of the Standard Terms.

Signed by the parties' duly authorised representatives:-

For the Secretary of State for Energy and Climate Change

Signature: 

Print Name: DAVID A WARRILOW

Job Title: HEAD OF SCIENCE

Date: 29/4/15

For the Contractor

Signature: 

Print Name: NEIL SURMAN

Job Title: Commercial Manager

Date: 30/7/2015

The following Schedules form part of this Contract:

- Schedule 1 The Authority's Specification
- Schedule 2 The Contractor's Proposal

