



Department for
Business, Energy
& Industrial Strategy

SBRI CONTRACT FOR THE PROVISION OF INTEROPERABLE DEMAND SIDE RESPONSE PROGRAMME: STREAM 3 TO THE DEPARTMENT OF BUSINESS, ENERGY AND INDUSTRIAL STRATEGY (THE CONTRACT OFFER LETTER)

This Contract is dated 1st February 2023 and is made between: -

- 1. The Secretary of State for Business, Energy & Industrial Strategy** (the “Authority”) of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown;

and
- 2. The Society for the Reduction of Carbon Limited** (the “Contractor”) whose registered office is at Carbon Co-op, 22a Beswick Street, Ancoats, Manchester M4 7HR (company registration number 31342R)

INTRODUCTION

- (A) On 23rd May 2022 the Authority issued an invitation to tender for the provision of Stream 3 of the Interoperable Demand-Side Response programme - including the specification a copy of which is set out in Schedule 1 (the “Specification”).
- (B) In response the Contractor submitted a proposal dated 29th July 2022 and entitled ‘OpenDSR for All’ explaining how it would provide the Services a copy of which is set out in Schedule 2 (the “Proposal”).
- (C) The Specification and the Proposal were supplemented by the correspondence copies of which are set out in Schedule 5 (the “Correspondence”).

The parties agree as follows: -

1. SUPPLY OF SERVICES AND PRICE

In consideration of payment by the Authority to the Contractor of the sums set out in Schedule 4 (exclusive of Value Added Tax) (the “Contract Price”) and in accordance with (a) the Specification; (b) the Contractor’s Proposal; and (c) the Authority’s Standard Terms and Conditions of Contract for Services (the “Standard Terms”) (a copy of which is attached at Schedule 3); (d) the Correspondence the Contractor shall provide the Services described in the Specification and the Contractor’s Proposal and the Correspondence to the Authority.

2. COMMENCEMENT AND CONTINUATION



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This Contract shall commence on 1st February 2023 and subject to any provisions for earlier termination contained in the Standard Terms shall end on 31st July 2023.

3. TERMS AND CONDITIONS

3.1 The Standard Terms shall form part of this Contract.

3.2 The Standard Terms shall be amended as follows:

- Removal of reference to Phase 2 liability to Clause (7) in Section 18 – Indemnities and Insurance. There is no Phase 2 included as part of this contract and therefore this clause is not relevant.

These amendments are for the purposes of this Contract only and do not set a precedent for future contracts between the Contractor and the Authority.

3.3 The Contractor's terms and conditions of business shall not apply to this Contract.

3.4 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. In the event of any conflict or inconsistency, the documents prevail in the following order:

- a) these clauses;
- b) the Standard Terms (as set out in Schedule 3);
- c) the Correspondence (as set out in Schedule 5);
- d) the Specification (as set out in Schedule 1) and Contract Price (as set out in Schedule 4); and
- e) finally, the Contractor's Proposal (as set out in Schedule 2)

(Save that where the Contractor's Proposals contain a provision requiring a higher standard of service provision, the Authority may (at its discretion and for no additional remuneration confirm that such higher standard applies).

4. CONTRACTOR'S OBLIGATIONS

4.1 Where the Contractor is supplying goods to the Authority these shall be delivered to the Authority in full compliance with the Specification and shall be of satisfactory quality and fit for purpose. 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



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- 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 **REDACTED** (the "Contract Manager") who is an officer in the Authority's Science and Innovation for Climate and Energy (SICE) Directorate, 1 Victoria Street, London SW1H 0ET or such other person as is notified by the Authority to the Contractor in writing. All queries (including any notice or communication required to be provided under this Contract) to the Authority from Contractor shall initially be addressed to the Contract Manager
- 5.3 The Contractor appoints **REDACTED** Project Manager, Carbon Co-op, 22a Beswick Street, Ancoats, Manchester M4 7HR to be the Contractor's first point of contact for this Contract. All queries (including any notice or communication required to be provided under this Contract) 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 condition 11 of the Standard Terms.

7. TRANSPARENCY

- 7.1 The Authority will publish the Contract and the Schedules hereto on a designated government internet site, using the redacted version of the contract attached. (That version is for illustrative purposes only and does not form part of the Contract). The Authority has made the decision on the specific redactions to be made in light of the exemptions under the Freedom of Information Act 2000 (FOIA) and Condition 41 of the Standard Terms.

However, subject to those redactions, the rest of the Contract and Schedules will be published in full, in accordance with the government's policy on the publication of contracts, which forms part of the government's transparency agenda, and the Contract is therefore entered into on the basis of such publication taking place.

The Authority emphasises that its decision to redact information



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on this occasion does not preclude it publishing such information in the future in the context of other contracts. Neither does it preclude the disclosure of such information in the circumstances of a request for disclosure under FOIA or the Environmental Information Regulations 2004 (EIR) or where such disclosure is required by virtue of any other legal requirement. In such cases, the Authority would need to consider disclosure in the context of the particular circumstances of the request or requirement concerned.

Signed by the parties' duly authorised representatives: -

For the Secretary of State for Business, Energy & Industrial Strategy

REDACTED

Signature:

REDACTED

Print Name:

Deputy Director, Energy Innovation Strategy

Job Title:

19/12/22

Date:.....

For the Contractor

REDACTED

Signature:

REDACTED

Print Name:

Job Title: ..Energy Systems Team Lead.....

Date: 16/12/22



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The following Schedules form part of this Contract:

Schedule 1	The Authority's Specification
Schedule 2	The Contractor's Proposal
Schedule 3	The Authority's Standard Terms & Conditions of Contract for Services
Schedule 4	Contract Price Including Finance Table and Project Plan
Schedule 5	The Correspondence
Schedule 6	Annex 1 - Processing, Personal Data and Data Subjects schedule



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Schedule 1 – Authority's Specification

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Schedule 2 – Contractor’s Proposal

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Schedule 3 – Standard Terms and Conditions

REDACTED

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Schedule 4 – Contract Price

1. Calculation of the Contract Price

The Contract Price is calculated on the basis of Fixed Price, where sums are due based on completion of key activities. Total contract value is £29,948.64 excluding VAT. A breakdown can be found in the attached 'Project Cost Breakdown Form' within schedule 4 and supporting information in 'Schedule 2 – Contractor's proposal'.

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Schedule 5 – Correspondence

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Schedule 6

Annex 1

Processing, Personal Data and Data Subjects schedule

REDACTED