

**CONTRACT FOR THE PROVISION OF COMPARISON OF THE COSTS
AND OTHER PRACTICALITIES OF CONVERTING A TOWN TO
ALTERNATE HEATING SOLUTIONS INCLUDING HYDROGEN TO THE
DEPARTMENT OF ENERGY AND CLIMATE CHANGE**

TRN: 891/09/2014

This Contract is dated 28th January 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. **Ramboll UK Ltd** (the "Contractor") whose registered office is at 240 Blackfriars Road, London SE1 8NW.

INTRODUCTION

- (A) On 29th September 2014 the Authority issued an invitation to tender for the provision of Comparison of the costs and other practicalities of converting a town to alternate heating solutions including hydrogen this including the specification a copy of which is set out in Schedule 1 (the "Specification").
- (B) In response the Contractor submitted a proposal dated 10th November 2014 and entitled Comparison of the costs and other practicalities of converting a town to alternate heating solutions including hydrogen 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 £391,552.50 (exclusive of Value Added Tax) (the "Contract Price") 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 and are attached at Schedule 3); the Contractor shall provide the Services described in the Specification and the Proposal to the Authority.

2. COMMENCEMENT AND CONTINUATION

This contract shall commence on 28th January 2015 and subject to any provisions for earlier termination contained in the Standard Terms shall end on 15th September 2015.

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 Standard Terms shall be amended as follows:-

27. Intellectual Property Rights

(1) All Intellectual Property Rights in any materials provided by the Authority to the Contractor for the purposes of this Contract shall remain the property of the Authority but the Authority hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Contract for the sole purpose of enabling the Contractor to perform its obligations under the Contract.

(2) All Intellectual Property Rights in all reports, documents and other materials which are generated or acquired by the Contractor (or any of its sub-contractors or agents) ("the Contractor Materials") in the performance of the Services or arising as a result of the provision of the Services shall vest in the Contractor and to the extent, that any Intellectual Property Rights in such materials vest in the Authority by operation of law, the Authority hereby assigns to the Contractor by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials (with full title guarantee and free from all third party rights).

(3) The Contractor hereby grants the Authority:

a perpetual, assignable, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all Intellectual Property Rights in the materials created or developed pursuant to the Contract and any Intellectual Property Rights arising as a result of the provision of the Services; including any modifications to or derivative versions of any such Intellectual Property Rights, which the Authority reasonably requires in order to exercise its rights and take the benefit of the Contract including the Services provided.

(4) The Contractor warrants to the Authority that it will use reasonable endeavours to see that all of their staff, agents and sub-contractors are and will be engaged in relation to the Contract on terms which require them to waive all moral rights.

(5) If the Contractor in providing the Services uses any materials in which there are pre-existing Intellectual Property Rights owned by itself, its agents, sub-contractors or third parties, it shall itself provide, or use reasonable endeavours to see that its agent, subcontractor or third party provide, a non-exclusive licence for, or, if the Contractor is itself a licensee of those Intellectual Property Rights, it shall grant a sub-licence to, the Authority to use, reproduce, modify, adapt and enhance the material as the Authority sees fit. Such licence or sub-licence shall be perpetual and irrevocable and granted at no cost to the Authority.

(6) The Authority shall have the right to use any information collected or collated pursuant to the Contract (excluding any information which in the opinion of the Authority is confidential to the Contractor or which has been communicated to the Contractor under a condition that it shall be confidential to the Contractor).

(7) Nothing in this Contract or done under the Contract shall be taken to diminish any Crown copyright, patent rights or any other Intellectual Property Rights which would, apart from this Contract, vest in the Crown or Authority.

(8) The Contractor shall ensure that all royalties licence fees or similar expenses in respect of Intellectual Property Rights in materials used in connection with the Contract have been paid and are included in the Charges.

(9) If the Authority reimburses the Contractor for the cost of any equipment, such equipment shall become the property of the Authority and the Contractor shall on request deliver such equipment to the Authority. The Contractor shall keep a proper inventory of such equipment and shall deliver that inventory to the Authority on request and on completion of the Services.

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 Standard 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.

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. DA
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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 Lazaros Exarchakos (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 Paul Steen, Ramboll, 2nd Floor, Bearford House, 39 Hanover St, Edinburgh EH2 2PJ 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.

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 40 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 has therefore been offered to the Contractor on the basis of such publication taking place.

The Authority emphasises that its decision to redact information 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 Energy and Climate Change

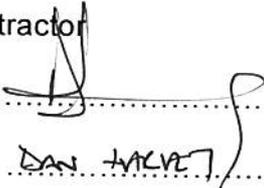
Signature: 

Print Name: OLIVER SUTTON

Job Title: SENIOR SCIENTIFIC OFFICER

Date: 28/1/2015

For the Contractor

Signature: 

Print Name: DAN HARVEY

Job Title: DIRECTOR

Date: 28/1/2015

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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