

SBRI CONTRACT FOR THE PROVISION OF HYDROGEN VIA BIOENERGY WITH CARBON CAPTURE AND STORAGE (HYDROGEN BECCS) PHASE TWO INNOVATION PROJECT TO THE DEPARTMENT FOR ENERGY SECURITY AND NET ZERO (THE CONTRACT OFFER LETTER)

This Contract is dated ~~66/114/2023~~ and is made between:-

1. **The Secretary of State for Energy Security and Net Zero** (the “Authority”) of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown;

and
2. **United Utilities Water Limited** (the “Contractor”) whose registered office is at **Haweswater House, Lingley Mere Business Park, Great Sankey, Warrington, WA5 3LP.**

INTRODUCTION

- (A) On **13th December 2022** the Authority issued an invitation to tender for the provision of **Hydrogen via Bioenergy with Carbon Capture and Storage (Hydrogen BECCS) Phase Two Innovation Project** - 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 February 2023** and entitled **“The sustainable biogas, graphene and hydrogen LOOP Phase 2”** 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 sum of **£3,012,101.89 (three million, twelve thousand, one hundred and one pounds and eighty nine pence)** exclusive of Value Added Tax (the “Contract Price”) and in accordance with (a) **Schedule 1** – the Authority’s Specification; (b) **Schedule 2** – the Contractor’s Proposal; (c) **Schedule 3** – the Project Plan and Finance table; (d) **Schedule 4** – the Authority’s Standard Terms and Conditions of Contract for Services, a copy of which were issued by the Authority with the

Invitation to Tender and; (e) **Schedule 5** – 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

This Contract shall commence on ~~6/14/2023~~ and subject to any provisions for earlier termination contained in the Standard Terms shall end on **31st March 2025**.

3. TERMS AND CONDITIONS

- 3.1 The Standard Terms shall form part of this Contract.
- 3.2 The Contractor's 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. 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 4);
 - c) the Correspondence (as set out in Schedule 5);
 - d) the Authority's Specification (as set out in Schedule 1);
 - e) the Project Plan and Finance Table (as set out in Schedule 3); and
 - f) 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

- 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 Directorate, 1 Victoria Street London SW1H 0ET, Email: REDACTED 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 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 17 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 is therefore entered into 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,

REDACTED



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 Security & Net Zero

REDACTED

Signature:

Print Name:

Job Title: REDACTED

Date:..... 6/14/2023

For the Contractor

REDACTED

Signature:

Print Name:

Job Title: REDACTED

Date: 6/14/2023

The following Schedules form part of this Contract:

Schedule 1	The Authority's Specification
Schedule 2	The Contractor's Proposal
Schedule 3	The Project Plan and Finance table
Schedule 4	The Authority's Standard Terms & Conditions of Contract for Supplies/Services
Schedule 5	The Correspondence