

**SBRI CONTRACT FOR THE PROVISION OF SERVICES FOR SMART
METER DATA REPOSITORY PROGRAMME: PHASE 2 - FEASIBILITY
STUDIES TO THE DEPARTMENT OF BUSINESS, ENERGY AND
INDUSTRIAL STRATEGY (THE CONTRACT OFFER LETTER)
CONTRACT REFERENCE: con_4264**

This Contract is dated 14/07/2023 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. Advanced Infrastructure Technology Limited (the “Contractor”) whose registered office is at 21 King Street, Cambridge, CB1 1AH. Companies house number 12552695.

INTRODUCTION

- (A) On 20/1/2023 the Authority issued the Phase 2 Down Selection Competition Guidance for Phase 2 of the SBRI: Smart Meter Data Repository - Feasibility studies to the winners of the SBRI: Smart Meter Data Repository Phase 1 - Feasibility studies Competition. This down selection guidance includes the specification a copy of which is set out in Schedule 1 (the “Specification”).
- (B) In response the Contractor submitted a proposal dated 24/2/2023 and entitled Smart Energy Data Repository 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 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; and (e) the Deliverable and Payment Milestone Schedule (a copy of which is attached at Schedule 7), 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 14/07/2023 and subject to any provisions for earlier termination contained in the Standard Terms shall continue for a period of fourteen months and two weeks, ending on 28/09/2024

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 3);
 - c) the Correspondence (as set out in Schedule 5);
 - d) the Authority's Specification (as set out in Schedule 1) and Contract Price (as set out in Schedule 4);
 - e) the Contractor's Proposal (as set out in Schedule 2); and
 - f) finally, the Deliverable and Payment Milestone Schedule (set out in Schedule 7)

(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 Smart Meter Implementation Programme at 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** **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 invoices 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 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 Security and Net Zero

Signature: REDACTED

Print Name: REDACTED

Job Title: REDACTED

Date: 7/17/2023

For the Contractor

Signature: REDACTED

Print Name: REDACTED

Job Title: REDACTED

Date: 7/13/2023

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
Schedule 5	The Correspondence
Schedule 6	Annex 1 - Processing, Personal Data and Data Subjects schedule
Schedule 7	Deliverable and Payment Milestone Schedule

Schedule 1 – Authority’s Specification

This comprises of:

**Schedule 1A –
Smart Meter Energy Data Repository SBRI Competition Guidance Notes**

**Schedule 1B –
Smart Meter Energy Data Repository SBRI Phase 1 to 2 Down-Selection
Guidance Notes**

Schedule 2 – Contractor's Proposal

Schedule 3 – Standard Terms and Conditions

Schedule 4 – 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 £850,000 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'. Schedule 5 also relates to the Contract Price.

Schedule 5 – Correspondence

The first Correspondence relates to a clarification made by the Contractor at the request of the Authority with respect to data privacy.

The second Correspondence relates to a clarification on how requirements set out in the competition guidance would be delivered by the contractors proposed deliverables found in Schedule 7 – Deliverable and Payment Milestone Schedule.

This comprises of:

**Schedule 5A –
Correspondence - Data Privacy and Smart Meter Data Repository Letter
to AI, dated 27th June 2023**

**Schedule 5B –
Correspondence - Contract Requirements Mapped to Deliverables, dated
13th July 2023**

Schedule 6 – Data Processing

Annex 1

Processing, Personal Data and Data Subjects schedule

Schedule 7 – Deliverable and Payment Milestone Schedule