



Department for
Business, Energy
& Industrial Strategy

BOOSTING ACCESS FOR SMES TO ENERGY EFFICIENCY COMPETITION

ITT and Competition Guidance Notes

(An SBRI Competition: TRN 1830/03/2019)

March 2019



OGL

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Contents

BOOSTING ACCESS FOR SMALL AND MEDIUM SIZED ENTERPRISES (SMES) TO ENERGY EFFICIENCY (1830/03/2019) - COMPETITION RULES AND GUIDANCE	4
1. OVERVIEW	4
2. BASEE COMPETITION BACKGROUND AND MARKET BARRIERS	7
3. BASEE COMPETITION AIMS AND OBJECTIVES	10
4. BASEE COMPETITION SCOPE	13
5. APPLICATION AND ASSESSMENT PROCESS	18
6. FURTHER INFORMATION	24
7. CONFIDENTIALITY AND FREEDOM OF INFORMATION	31
8. FURTHER INSTRUCTIONS TO APPLICANTS	32
9. PRIVACY NOTICE	33
ANNEX 1 - ELIGIBLE AND INELIGIBLE COSTS	35
ANNEX 2 – APPLICATION TEMPLATE	37
ANNEX 3 – EXAMPLE CONTRACT TERMS AND CONDITIONS	55

Boosting Access for Small and Medium Sized Enterprises (SMEs) to Energy Efficiency (1830/03/2019) - Competition Rules and Guidance

1. Overview

This guidance sets out the context, application process, and assessment criteria for the Boosting Access for SMEs to Energy Efficiency (BASEE) competition. This document should be read in advance of submitting any application and should be referred to throughout the BASEE competition process.

The aim of this competition is to accelerate the growth of the energy services market for SMEs by driving down transaction costs and promoting third party investment in small-scale energy efficiency projects. The competition will make available £6m of funding for innovative, scalable business models or solutions that facilitate investment for small energy efficiency retrofit/refurbishment projects in commercial and industrial buildings in the UK. In turn, this will contribute to the Government's ambition to enable businesses to improve energy efficiency by at least 20% by 2030.¹ Projects are envisaged to fall broadly into three categories (see Section 4 for further details):

- Business models that look to simplify and standardise elements of the investment; or
- A new technical tool/solution, such as a platform which provides a standardised method of assessing and displaying potential savings from a portfolio of buildings, or to match potential businesses who want to install energy efficiency with technology providers.
- Other innovative solutions to facilitate investment in energy efficiency for SMEs.

The competition will be run as a Small Business Research Initiative (SBRI) and will be split into two phases: Phase 1 (feasibility studies) and Phase 2 (piloting of solutions).

Phase 1 is open to applications between 13th March 2019 and 8th May 2019. The application form and other required documentation are appended to these Guidance Notes. **You must pass Phase 1 to be eligible for Phase 2.** Phase 1 is a detailed application stage at the end of which your project will be reviewed by the BASEE competition panel. This is an essential step of the competition process.

We anticipate the BASEE competition panel will approve up to 10 projects at Phase 1 at a value of up to £100K each. Only those projects approved at Phase 1 will have the opportunity to develop and submit an application for Phase 2 funding; this funding is likely to be awarded to up to 5 projects at a value of up to £1m each.

¹ BEIS, Clean Growth Strategy (2017)

If you are interested in the BASEE competition you should register your interest by emailing BASEE@ricardo.com to ensure you are kept up to date as the scheme progresses. Ricardo Energy & Environment (in partnership with Mott Macdonald) have been contracted as the delivery partner to manage the BASEE Competition on behalf of BEIS.

The following table outlines the steps within the BASEE competition, from initial applications to final projects.

Table 1: BASEE competition timetable

Milestone	Planned completion date
Competition launch	13 March 2019
Stakeholder information day	20 March 2019
Deadline for questions from applicants	3 April 2019
Deadline by which BEIS will respond to all applicants' questions	15 April 2019
Deadline for expressions of interest	24 April 2019
Deadline for submission of proposals	8 May 2019
Project selection and Phase 1 contracts awarded	July 2019
Competition participants commence work on Phase 1	August 2019
Assessment of Phase 1 outputs to decide which projects to proceed to Phase 2	November 2019
Phase 2 contracts awarded	December 2019
Final report from participants	31 March 2021

Small Business Research Initiative

BEIS will deliver the BASEE Competition as a Small Business Research Initiative (SBRI) competition: a form of pre-commercial procurement (PCP) which is aimed at organisations working on research and development (R&D) of an innovative process, material, device, product or service *prior to commercialisation*. Funding is available for pre-commercial R&D activities only. Projects requesting funding for commercialisation activities are not eligible.

SBRI competitions are ***open to all organisations*** that can demonstrate a route to market

for their solution.

The sharing of risks and benefits is an important aspect to the SBRI approach. Projects receive financial support and retain any intellectual property generated, with certain rights of use retained by BEIS (see section 6 for further information). Project outputs are expected to be shared publicly. Applicants should clearly state in their application where cost savings are being provided compared to exclusive development contracts².

Please see <https://www.contractsfinder.service.gov.uk/Search> for supplementary information such as details of how to register for the Stakeholder Information Day on Wednesday 20th March 2019. Further information is also available by contacting Daljit Supria at BASEE@ricardo.com

² Exclusive development means that the public purchaser reserves all the results and benefits of the development (including Intellectual Property Rights or IPRs) exclusively for its own use.

2. BASEE Competition Background and Market Barriers

2.1 BEIS Energy Innovation Programme

This competition is funded by the BEIS Energy Innovation Programme (2016-2021). The aim of this programme is to reduce the UK's carbon emissions and the cost of decarbonisation by accelerating the commercialisation of innovative clean energy technologies and processes into the mid-2020s.

2.2 The Clean Growth Strategy

The Boosting Access for SMEs to Energy Efficiency (BASEE) competition has been developed as part of the Government's proposals to meet the stretching ambition set out in the Clean Growth Strategy³ to support businesses to improve their energy efficiency by at least 20% by 2030. This could deliver up to £6bn in cost savings in 2030 and contribute up to 22MtCO₂e of non-traded carbon savings towards the fifth carbon budget. Approximately £2.7bn of these cost savings are attributed to SMEs, leading to a potential 30% reduction in SME energy bills in 2031.⁴

2.3 Energy Efficiency Market barriers

A dynamic and forward-looking energy services market is likely to be critical to delivering energy efficiency projects for SMEs. A recent report commissioned by BEIS indicated that the UK market for the provision of non-domestic energy efficiency services tends to target larger companies rather than SMEs.⁵ Service providers favoured projects of £1m plus, a scale that is hard to reach for smaller scale energy efficiency. There are three key players in the energy efficiency market (SME customers, energy efficiency providers and lenders) and the market barriers for each of these players are set out in the following paragraphs.

- **Market barriers for energy efficiency providers and lenders**

The research commissioned by BEIS indicated that high financial hurdle rates, combined with lack of project scale and high transaction costs could explain the lack of energy service provider focus on smaller companies.

- **Lack of economies of scale** – The overall cost of delivering energy efficiency could be reduced if individual measures were delivered as part of a larger package of investment. At present this does not occur, in part due to the inability to standardise and aggregate projects.
- **High transaction costs** – The time and effort required for providers and lenders to research different options and/or install different technologies means transaction

³ BEIS, [The Clean Growth Strategy](#) (2017)

⁴ Cost savings are calculated by estimating the SME proportion of potential identified in the CGS, using Building Energy Efficiency Survey data. Energy bills are estimated using Energy Efficiency Survey data and Price Projections. BEIS will be developing this methodology in the future.

⁵

See: <https://www.gov.uk/government/publications/non-domestic-energy-efficiency-services-market>

costs can be significant. The high cost of due diligence for smaller deals also means these loans are rarely deemed cost effective for the lender.⁶

- **Market barriers for SMEs**

- **SME engagement and access to information** - As a group, SMEs tend not to be as engaged in their energy use compared to larger businesses.⁷ SMEs' focus is on the day-to-day tasks of their core business, leaving limited time and resources to investigate energy efficiency opportunities. Further, many SMEs do not have in-house energy efficiency expertise; they are more likely to rely on external advice and support. To encourage action, this information needs to be tailored to their specific needs and delivered in a convenient form from a trusted source. Research suggests, that the market has yet to respond effectively to this issue and at a scale that improves market access for SMEs.
- **Lack of coordination between providers** - The issue of lack of information may be compounded by a lack of coordination between energy efficiency providers, which means that consumers may not have an opportunity to understand all the energy efficiency products and services that could benefit them. In this case a lack of coordination in installing energy efficiency measures can mean it is not financially viable to install individual measures as installation costs have not been optimised. Whereas if these measures were bundled together they may prove more profitable for both suppliers and consumers. In this situation, more co-ordination between key players could lead to better outcomes
- **High upfront capital costs** – Some energy efficiency measures can have relatively high start-up costs and long payback periods. Due to the nature of SME business models, it is unlikely that they will have appetite to make large one-off capital investments for projects that offer only operational cost savings. The focus of a small or new business is often more short-term, so they may not invest in energy efficiency projects, despite the long-term benefits⁸.
- **External finance - related to capital costs, SMEs tend not to seek external finance** even when it is a more cost effective or commercially viable option^{9,10}, with 80% of project finance from non-domestic energy users funded in house.¹¹ Using external finance frees up capital to invest in other areas of the business, with the energy service market also providing a route to finance that is simpler for the customer. Where SMEs do seek external finance they can face difficulties in

⁶Accelerating energy efficiency in SMEs, International Energy Agency (2015)

⁷ For example, see: <https://www.gov.uk/government/publications/non-domestic-smart-energy-management-innovation-competition>

⁸ The non-domestic energy services market research, 2018 <https://www.gov.uk/government/publications/non-domestic-energy-efficiency-services-market>

⁹ SME finance monitor, BDRC (2018), <https://www.bdrc-group.com/products/sme-finance-monitor/> <https://www.bdrc-group.com/products/sme-finance-monitor/>

¹⁰ The survey of 5,000 businesses found 85pc had not approached a bank to apply for credit during the past 12 months. As reported in the 2016 SME finance monitor, 80% of SMEs stated that their plans were based on what they could afford to fund themselves and 71% agreed that they would accept a slower growth rate rather than borrow to grow faster.

¹¹ EEVs, energy efficiency trends v.23 <http://www.eeVs.co.uk/media/trendsq118.pdf>

accessing the financial resources required to purchase, install and operate more efficient equipment or to implement more efficient operating practices.^{12,13}

2.4 Growing the Energy Efficiency Market for SMEs

Research demonstrates the potential for accessing the SME market where aggregation is used:

- SME's lack of resource was identified by the EEVS Energy Efficiency Trend reports as an issue in the decision to invest in energy efficiency¹⁴. The Building Energy Efficiency Survey also identified lack of time as one of the top three most frequently cited barriers amongst businesses.¹⁵ This closely correlated with energy efficiency being a low level priority, which was deemed the biggest barrier.
- The research BEIS commissioned on the non-domestic energy efficiency services market¹⁶ indicated that high financial hurdle rates, combined with lack of project scale and high transaction costs explains the lack of energy service provider focus on smaller companies. High transaction costs and project complexity were cited as barriers by ESCOs and financiers.¹⁷
- Under current market conditions, investors are not easily attracted by energy efficiency. Banks often make loan agreements based on the credit status of their clients or the property value.¹⁸ The high cost of due diligence for smaller deals also means these loans are rarely deemed cost effective for the lender.¹⁹
- Further, the capital requirements regulations, which require banks to retain a set amount of capital to cover unexpected losses, also encourage banks to lend to more profitable large firms and not to SMEs. These problems are exacerbated with attempts to finance energy efficiency projects, where banks are often without expertise to make risk assessment on loans where the returns based on energy efficient savings.

To address this the BASEE competition seeks to introduce to the market business models which can either lower costs through economies of scale or through the harmonised and simple practices that encourages SME take up. To address the 'hassle factor' the growth of the energy services market delivering to SMEs sees external organisations do the groundwork of identifying savings and finance opportunities on behalf of SMEs. Energy service organisations in the market could be proactive in engaging businesses who would otherwise have had insufficient resource to take initiative.

¹² <http://www.eevs.co.uk/pastreports.html>

¹³ Buildings energy efficiency survey (BEES) 2017

¹⁴ <http://www.eevs.co.uk/pastreports.html>

¹⁵ Buildings energy efficiency survey (BEES) 2017

¹⁶ The non-domestic energy services market research, 2018 <https://www.gov.uk/government/publications/non-domestic-energy-efficiency-services-market>

¹⁷ The non-domestic energy services market research, 2018 <https://www.gov.uk/government/publications/non-domestic-energy-efficiency-services-market>

¹⁸ Financing energy efficiency (webpage), European Commission

¹⁹ Accelerating energy efficiency in SMEs, International Energy Agency (2015)

3. BASEE Competition Aims and Objectives

3.1 Overview

The **aim** of the Boosting Access for SMEs to Energy Efficiency (BASEE) competition is to accelerate the growth of the energy services market for SMEs by driving down transaction costs and promoting third party investment in energy efficiency projects. SMEs already pay for a small number of energy efficiency measures with short pay back periods, however, the evidence suggests that external finance will be required to deliver measures with longer pay back periods which are required if we are to meet the 2030 ambition. The competition will make available £6m of funding for new, innovative scalable business models or solutions that reduce costs, simplify processes and encourage the take up of energy efficiency by SMEs at scale. Projects are envisaged to fall broadly into three categories:

- Business models that look to simplify and standardise elements of the investment or facilitate the aggregation of small-scale projects to attract investment; or
- A new technical tool/solution, such as a platform which provides a standardised method of assessing and displaying potential savings from a portfolio of buildings, or to match potential businesses who want to install energy efficiency with technology providers; or
- Other innovative solutions to facilitate investment in energy efficiency for SMEs.

The competition will be run as a Small Business Research Initiative (SBRI) and will be split into two phases: Phase 1 (Feasibility studies) and Phase 2 (Piloting of solutions).

- 1) **Phase 1 (Feasibility Studies)** will fund feasibility studies/business cases for models that are designed to deliver the competition objectives as set out in in the section below. The outputs from each project will include a report and presentation of the proposal. Reports should contain initial market testing of the proposed product/service or business model, the outcome of engagement with potential customers, set out the potential for scalability, and provide a detailed proposal and project plan for piloting in Phase 2.
- 2) **Phase 2 (Piloting of Solutions)** will fund applicants to pilot their proposals where they have been selected through an assessment process following Phase 1. These pilots will demonstrate the practicality and potential of proposed business models or technical solutions. Outputs will include, in the case of a business model being developed, evaluation of impact and effectiveness, including size and type of SMEs engaged, measures installed, and lenders engaged. In the case of a technical solution being developed, it should include a pilot of the product and a report on market testing and uptake. Technical solutions should be market-ready at completion of Phase 2 and not require any additional post-competition development.

3.2 Objectives of the BASEE competition

The competition objectives are to develop profitable business models or solutions that:

- Increase demand for investment in energy efficiency and growth in the market for high quality energy efficiency services for SMEs;
- Increase investment from lenders to SMEs for energy efficiency activities;
- Deliver economies of scale leading to lower transaction costs through standardised and/or streamlined approaches to contracting, installation, monitoring and verification;
- Develop the energy efficiency supply chain through improved coordination between suppliers and/or increased market penetration with SMEs;
- Deliver successful approaches to financing small energy efficiency retrofits that are replicable within and across sectors, where appropriate;
- Show how the aggregation of small projects can deliver efficiencies and lower costs leading to market growth.

Ultimately, if successful, BASEE has the potential to increase the up-take of energy efficiency measures by SMEs leading to reduced energy demand and delivering carbon savings. Evaluation of this competition will show whether further intervention is needed to support SME access to the energy efficiency market.

3.3. Objectives of the Competition Participants

The competition participants will develop solutions that should demonstrate the ability to achieve one or more of the competition objectives. To meet these objectives we expect competition participants to:

- Provide value-for-money in the delivery of their Phase 1 and Phase 2 projects;
- Be able to demonstrate how individual SMEs in different sectors will be able to reduce energy consumption through installation of energy efficiency measures;
- Be able to demonstrate their experience in successful delivery of similar work;
- Deliver outputs that protect against fraudulent activities, or low-quality service within the SME energy efficiency market;
- Deliver outputs that are ready for commercialisation at the end of Phase 2.

3.4 Eligibility criteria

In order to be eligible to apply to Phase 1 of the BASEE competition, projects must comply with the following minimum requirements:

- The project must be within the competition scope (as set out in the next section);
- The project must be at a pre-commercial stage of development in the UK;
- The project activities for any feasibility study procured in this competition must be conducted in the UK;

Boosting access for small and medium sized enterprises (SMEs) to energy efficiency (BASEE):
competition rules and guidance

- The project must be led by a single organisation (although bids from consortia with a single lead partner are acceptable);
- The application must clearly describe activities for both Phase 1 and Phase 2;
- The application must clearly indicate the estimated cost savings in line with SBRI requirements (see financial information section in Annex 2);
- The requested funding must be below the maximum limit of £100k for Phase 1 activities and £1million for Phase 2.

4 BASEE Competition Scope

This call will support proposals that develop, test and demonstrate business models, processes and tools within the criteria set about below

4.1 Technical scope

We have not been prescriptive about specific projects to allow for a range of ideas to come forward, however we have undertaken early engagement with stakeholders²⁰ and the following provides an illustration of potential project types under each category. Applicants will be asked to identify which category their project falls under in the application form.

- A. **Business models and standardisation:** These could be business models that look to simplify and standardise elements of the investment. It could set out a proposal to bundle a portfolio of small projects based on locality or sector, for example, to achieve the economies of scale required to overcome the marginal costs. It could be a proposal for how finance would be delivered in a streamlined way, using standardised contracts and/or streamlined methods of estimating energy savings, so reducing transaction costs for all parties.
- B. **New technical tool** (an IT solution for example): An example of this could be a platform which provides a standardised method of assessing and displaying potential savings from a portfolio of buildings which is then used to demonstrate the viability of energy efficiency at scale to, for example, utility providers. Alternatively, it could be a platform to match potential businesses who want to install energy efficiency and technology providers, reducing transaction costs from searching and demonstrating the potential demand to lenders.
- C. **Other innovative solutions** to facilitate investment in energy efficiency for SMEs.

A 'balanced portfolio' approach will be used to ensure that, if a range of projects are received from all categories and if practical (i.e. if applications are of sufficient quality), the selected projects will come from all of these categories. More detail on this approach is set out in Section 5.5 (Assessment process).

Out of scope

Funding will not to be provided for:

- The purchase, installation and/or maintenance of the energy efficiency measures themselves.
- The development of energy efficiency technologies.
- A project proposed by an organisation which is already active in delivering its proposed solution. For example, an organisation which already aggregates business energy efficiency projects would be out of scope, unless the project is novel for that organisation and the organisation cannot secure project finance.

- Business models that aggregate projects within the same site with buildings owned by a single owner.
- Projects that require additional post-scheme development before being ready for market testing.
- Projects where the aggregation project is applied to public sector organisations.

4.2 Applicant Scope

This competition is open to all organisations that can demonstrate a viable route to market. This includes businesses, academic, research, public, third sector organisations. Various organisations may be required to provide different inputs to the project, such as consumer engagement, research, and technical expertise for example. Reflecting this, **these projects can be delivered as part of a consortium.**

We would welcome applications from the following organisations (though this list is not exhaustive):

- Energy service companies;
- Energy suppliers or utilities;
- Energy efficiency technology providers;
- Financial organisations, such as banks, specialist energy efficiency funders, or specialised asset finance providers;
- Investors/portfolio managers;
- Facilities management contractors;
- Security/smart control firms;
- Aggregators;
- Trade bodies;
- Local organisations such as LEPs or the local energy hubs; and
- Local authorities.

Applicants must be financially viable, and undertakings must not be subject to an outstanding order from the European Commission to recover incompatible aid already granted or in financial difficulty (e.g. seeking rescue or restructuring aid).²¹ Applicants are required to declare any such order as part of their application, and BEIS reserves the right to follow financial due diligence processes to determine the financial solvency of any applicant.

²¹ An undertaking in financial difficulty is one 'which is subject to an outstanding recovery order following a previous Commission decision declaring an aid granted by the same Member State illegal and incompatible with the internal market, with the exception of aid schemes to make good the damage caused by certain natural disasters'

4.3 Sectoral Scope

We are aiming to fund projects that can demonstrate market potential within any SME sector, with a strong possibility of scalability either both across multiple sectors and within the sector. Although our latest reports on the non-domestic energy service market indicate sectors such as offices, retail and hospitality as having high energy consumption levels and high abatement potential, we will award funding to those applicants that can demonstrate the greatest opportunity for energy savings through the scaling up of solutions across the UK, and the most robust plans for the further exploitation of the proposed solution. More details on this can be found in Section 5.5 (Assessment process).

4.4 Activity Scope

This competition will only fund projects that facilitate investment in physical changes to the energy efficiency of a building and/or energy efficiency equipment within a building. Potential applicants should also note that their bids projects will be scored on the degree of innovation and market gap they are filling. See Section 5.5 for more detail on the assessment criteria.

However, BEIS recognises that in order to support commercial viability, potential projects may also need to include aspects that are outside of the immediate scope of the competition. For example, this may include the following:

- Offering physical energy efficiency and behaviour change services alongside each other;
- Offering a range of non-energy efficiency services, such as demand side response, renewable energy or indeed facilities services alongside energy efficiency measures;
- Targeting non-SME consumers, such as public organisations as well as SMEs;
- Blending small projects from larger organisations, e.g. building landlords with the SME investments to reach the scale required to encourage investment as well as address any financing limitations to those smaller projects.

As clearly stated in the competition aims, the growth of the SME energy efficiency market is a key outcome. Applicants must therefore highlight elements of their proposal that fall outside the competition scope and provide the following evidence:

- Why it is key to the enabling of the investment in energy efficiency measures for SMEs; and/or
- Why the project would not have been commercially viable otherwise.

Applicants must also clearly demonstrate how the competition funding will be used to address the key issues and deliver the competition objectives as set out in the guidance, namely the growth of SME energy efficiency. Where feasible, the application form requires applicants to set out the eligible costs related to the in-scope activities along with the ineligible costs related to the out-of-scope activities when a project includes elements that fall outside of the competition scope.

Out of scope

Funding will not be provided for:

- Projects targeted at behavioural change measures that may lead to a reduction in energy use that are out of scope.
- Investments in more efficient industrial/manufacturing equipment.
- Projects aimed at energy efficiency in new builds.
- Projects aimed at improving energy efficiency in public sector buildings.
- Projects aimed at investment in one building or site – i.e. they are not scalable or replicable.

4.5 Size of energy efficiency investment

As set out in the competition objectives the focus is on bringing forward solutions that facilitate investment in small energy efficiency projects that are currently deemed too small to be attractive to the market. We will not apply a single definition of a small investment, to enable greater flexibility for the different types of business models/tools being proposed.

Applicants should note that ways of determining a small investment could include the following:

- **An EE investment** delivered to a property occupied by an SME. For the purpose of this competition the European Commission definition of a SME is used – i.e. an enterprise which employs fewer than 250 persons and which has an annual turnover not exceeding 50 million euro, and/or an annual balance sheet total not exceeding 43 million euro.²²
- **EE investments costing less than £500k.** Projects costing more than this figure generally have fewer barriers, and thus applicants focusing on SME investments above this size will need to outline the market gap they are addressing in their application.
- **SMEs without a dedicated energy manager.**

Applicants must include a definition of the types of small investment that their solution will target in their application. Applicants may adopt more than one definition of a small investment within their applications.

4.6 Project status

This competition will be using SBRI/pre-commercial procurement contracts. As a result, contracts will only be awarded to secure **pre-commercial** development, including detailed design of solutions, prototyping, field testing, trials and demonstrations and dissemination of knowledge obtained from the demonstration activity.

It is up to bidders to show how their innovation meets the eligibility criteria, that it is within the scope of the competition, and it meets the detailed assessment criteria. Construction of a pilot

²² http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

based on commercially available technology refined for the UK market is not explicitly excluded from the call. It is likely that some degree of development (e.g. software or some changes to business process) would need to be demonstrated to satisfy the assessment panel that innovation was taking place.

4.7 Eligible Costs

Applicants must quote project costs that reflect actual costs at a 'fair market value' and for this competition, **profit for the project team members must not be included**. A breakdown of day rates for team members must be included with your Phase 1 application. Assessors are required to judge each application in terms of value for money, i.e. does the proposed cost for effort and deliverables reflect a fair market price.

In Phase 1, eligible costs are those directly associated with preparation of the feasibility studies. (However, an indication of the potential costs involved in participating in Phase 2 is also required when bidding for Phase 1.)

In Phase 2, eligible costs are those directly associated with the development, implementation (but not the energy efficiency measures themselves), monitoring, (if necessary – see separate note below) and dissemination of the projects.

The sharing of *risks and benefits* is an important aspect to the SBRI approach. Projects receive financial support and retain any intellectual property generated, with certain rights of use retained by BEIS. Project outputs are also expected to be shared widely and publicly and as noted project teams are not permitted to include profit in the eligible project costs (for Phase 1 and 2).

As part of our assessment process for Phase 1 and Phase 2, project teams will be asked to clearly state within the feasibility studies, where costs savings are being provided compared to exclusive development contracts.²³ These cost savings form part of the eligibility conditions for the competition, i.e. projects that do not offer justified cost savings will not be eligible for Phase 2 funding.

Further details of eligible and ineligible costs are provided in Annex 2. Applicants must complete the cost information as set out in the tables in Annex 2 to provide the necessary information for the assessment process; further itemisation of costs and methods of calculation may be requested to support the application.

²³ Exclusive development means that the purchaser reserves all the results and benefits of the development (including Intellectual Property Rights) exclusively for its own use.

5 Application and assessment process

Details of the timescales, outputs and assessment process for each of the two competition phases are described below. Further details for Phase 2 will be made available to participants early in Phase 1.

5.1 Timescales

The following table outlines the steps within the BASEE competition, from initial applications to final projects.

Table 2: BASEE competition timetable

Milestone	Planned completion date
Competition launch	13 March 2019
Supplier information day	20 March 2019
Deadline for questions from applicants.	3 April 2019
Deadline whereby BEIS will respond to all applicants' questions	15 April 2019
Deadline for expressions of interest	24 April 2019
Deadline for submission of proposals	8 May 2019
Project selection and Phase 1 contracts awarded	July 2019
Competition participants commence work on Phase 1	August 2019
Assessment of Phase 1 outputs to decide which projects to proceed to Phase 2	November 2019
Phase 2 contracts awarded	December 2019
Final report from participants	31 March 2021

5.2 What documentation is required for a Phase 1 application?

Prior to the competition opening, applicants are invited to submit expressions of interest and key project and contact details through to BASEE@ricardo.com.

The deadline for expressions of interest is 13.00 on Wednesday 24th April 2019. This should contain the company name, project title and confirmation of intention to submit an application. If you have read the guidance notes and still have questions, you may also address any queries regarding the competition process to BASEE@ricardo.com.

The call for applications will open on 13 March 2019. **Applications will focus on Phase 1 activities. Applications should also include high level details of plans for Phase 2.**

Applications must be completed on the application form contained within this guidance and at <https://www.contractsfinder.service.gov.uk/Search>. BEIS will not consider applications submitted in any other format.

Please ensure that you follow the guidance within the application form regarding formatting and number of words per section. When doing so, please refer back to this guidance document where necessary, and ensure that you have complied with all the competition requirements.

You must also submit the following documentation:

- A summary of the overall work plan
- An outline project budget
- Details of any matched-funding from project financiers
- An outline risk assessment
- Completed declaration forms regarding non-collusion, conflict of interest and data security

All completed application forms and required attachments must be submitted electronically to BASEE@ricardo.com by 17.00 on Wednesday 8th May 2019.

As part of the assessment process BEIS may request applicants to further clarify elements of their application during May 2019. Applicants will be informed of the outcome of the assessment by early July 2019.

Feedback to applicants, including unsuccessful applicants will be provided at the same time as contracts are awarded. BEIS's decision on project funding is final.

Further information: Completed application forms should be submitted electronically in pdf format and emailed to BASEE@ricardo.com. The maximum size email you can send is 10 MB. If your application is larger than 10MB please break the submission down into smaller sizes and ensure the subject line of each additional email takes the following format '**BASEE** (name of lead applicant) – email x of y'.

You should endeavour to answer all of the questions on the application in full. Incomplete applications and any containing incorrect or false information will very likely be rejected although BEIS may, at its discretion, request clarification or additional data before making a final decision.

All answers should be contained within the application form. Any appendices that support the answers in the application form must be appended to the end of the form. The application form must list all appendices and supporting documents.

Any applications or supporting documentation received after the application deadline will not be considered.

Note: Nothing in this funding call requires BEIS to award any applicant a contract of any particular amount or on any particular terms. BEIS reserves the right not to award any contracts, in particular if BEIS is not satisfied by the proposals received or if the funding assigned to the scheme is required for other, unforeseen, purposes. BEIS will not, under any circumstances, make any contribution to the costs of preparing proposals and applicants accept the risk that they may not be awarded a contract.

5.3 Delivering Value for Money

Ensuring value for money (VfM) is a critical objective of this project reflecting the obligation on BEIS to ensure it is spending taxpayer's money as effectively and efficiently as possible. We have therefore designed the assessment criteria and process for the competition to assess the VfM of each project and ensure overall VfM for the programme can be assured as far as possible.

Value for money means two things to BEIS: firstly, whether an individual project delivers value for money (interpreted as delivering net economic benefits to the UK); and secondly, in determining the combination of 'winning' projects to maximise the returns on the £6 million budget.

BEIS will evaluate the value for money of each application through the combined assessment of the expected project benefits and the justification for the money the application bids for.

5.4 How should budgets be presented?

Applicants are asked to present an outline project budget using the project budget template in the Phase 1 Application Form, adding individual budget lines to suit your project. Please note:

- The total value of the competition is £6m, although BEIS may allocate less than the total budget depending on the quality of the applications.
- Phase 1: a maximum of £1m will be available for feasibility studies, with a maximum value of £100k per project. The number of Phase 1 projects funded depends on the range of solutions proposed and the quality of the proposals but is expected to be up to 10.
- Phase 2: testing of business model – up to £5m is available in total, with a maximum value of £1m per project.
- Funding under this competition is only available until 31 March 2021. All project activities, including reporting and payments, need to be completed by this date. All costs should be provided excluding VAT, though where VAT applies, bidders should specify the amount. Your total costs including VAT should not exceed the maximum allowable budget per project. All budgets should be in British pounds sterling.
- Applicants should include any co-financing/cost-sharing arrangements with other donors so that BEIS's contribution can be seen as part of any wider project financing.
- Applicants should set out, where the BASEE project is being delivered alongside activities that are not within the competition scope, what the estimated in-scope and out-of-scope

costs are and where applicable explain how the awarded funding will be used to increase SME energy efficiency.

- Applicants should outline and disaggregate any intermediary transaction costs where your organisation is sub-contracting to partners.

5.5 Assessment of Phase 1 applications

All applications for Phase 1 will be assessed against the evaluation criteria as set out in Table 3 and there is no guarantee that all full proposals will be funded.

Applications will be logged, and an acknowledgement email will be issued providing a unique reference number for your application within two days of the closing date. This reference number should be used in all communications with BEIS about your application. All applications will be checked for eligibility. Only those that are considered to be eligible will be fully assessed.

All eligible Phase 1 proposals will be assessed in relation to the BASEE competition objectives and specifically against the criteria in Table 3 below. Each of the criteria is marked on a scale of 1-5 and then weighted as set out below.

Table 3: BASEE Phase 1 Selection Criteria

Criterion	Weighting	Sub-criteria
Technical approach / Innovation (25%)	15%	Credibility of the concept and relevance to the specific challenges and objectives being addressed (as set out in the Guidance Notes for applicants).
	10%	Degree of innovation of the proposal, and the market gap it is filling including the added value compared to existing activities.
Market potential, scalability and marketing plan (20%)	5%	Overall market size in terms of annual value & potential customers (including targeted sector and measure types where applicable). Evidence of market research activities.
	10%	Potential for scalability within and/or across sectors as measured by the potential level of commercial advancement as a result of the project. Assessment of target market potential, including costings (products and services), installation, customer acquisition.
	5%	Strength of the strategic plan to commercialise the product. Business case for roll out and commercialisation, including early commercialisation deployment targets. Includes potential financing options for further commercialisation.

Boosting access for small and medium sized enterprises (SMEs) to energy efficiency (BASEE): competition rules and guidance

Deliverability (20%)	5%	Appropriateness and credibility of the project work plan, milestones and deliverables.											
	5%	Appropriateness of project management structure and partners roles.											
	5%	Current status of the project and ability to start and deliver work within BASEE timescales.											
	5%	Detailed understanding of the project risks and their management.											
Skills and expertise (10%)	5%	Evidence of track record of project delivery.											
	5%	Capacity, experience and capability of the proposed project team members.											
Costs (25%)	5%	Robustness of detailed project costing for Phase 1, including justification of the costs.											
	20%	<p>Total cost for Phase 1 activities.</p> <p>The lowest priced bid will receive the full 5 marks, all other bids will then be marked as set out below.</p> <p><u>Proportionate pricing scoring example</u></p> <table border="1"> <thead> <tr> <th>Applicant</th> <th>Price</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1 (lowest bid)</td> <td>£60,000</td> <td>5</td> </tr> <tr> <td>2</td> <td>£80,000</td> <td>$60/80 * 5 = 3.75$</td> </tr> <tr> <td>3</td> <td>£100,000</td> <td>$60/100 * 5 = 3$</td> </tr> </tbody> </table>	Applicant	Price	Marks	1 (lowest bid)	£60,000	5	2	£80,000	$60/80 * 5 = 3.75$	3	£100,000
Applicant	Price	Marks											
1 (lowest bid)	£60,000	5											
2	£80,000	$60/80 * 5 = 3.75$											
3	£100,000	$60/100 * 5 = 3$											

Table 4: BASEE Scoring descriptors

Score	Description
1	Not Satisfactory: Proposal contains significant shortcomings and does not meet the required standard
2	Partially Satisfactory: Proposal partially meets the required standard, with one or more moderate weaknesses or gaps
3	Satisfactory: Proposal mostly meets the required standard, with one or more minor weaknesses or gaps
4	Good: Proposal meets the required standard, with moderate levels of assurance
5	Excellent: Proposal fully meets the required standard with high levels of assurance

The assessment of proposals will be based only on the information which is explicitly contained within your application. You must not assume that the assessment team has any prior knowledge of your organisation or its work.

To be eligible to receive funding, an application must also be allocated a minimum total score of 60% against these assessment criteria. The eligible applications will be assessed against the evaluation criteria above to determine a ranked list of applications. As part of the application form, bidders will be required to state which of the three categories their project will fall into:

- A. **Business models and standardisation**
- B. **New technical tool**
- C. **Other innovative solutions**

Of the applications that meet the minimum score, the top two scoring applications from each category will be allocated funding (giving a total of 6 projects) and then the next overall top scoring applications will be allocated until the available funds are used up. This approach is being taken to ensure that where possible a broad range of potential solutions are funded for the feasibility phase.²⁴

5.6 Appraisal of Phase 2 applications

Selection of Phase 2 projects will be based on the outputs from Phase 1, including the proposed detailed activities for Phase 2. Phase 2 criteria will be confirmed by BEIS at the same time as funding contracts are awarded, however, we expect that Phase 2 criteria will be broadly similar to those set out for Phase 1.

²⁴ We expect to apply categories for Phase 2 evaluation scoring. This will be confirmed alongside the publication of the phase 2 evaluation criteria.

6 Further information

6.1 Financial Information

Applicants are requested to provide a fixed price budget for the work. A detailed cost breakdown is required to enable assessment of the robustness of the proposed budget. A template is provided in the application form.

Financial information should include costs for both phases of the project, detailing labour (including manpower rates), material and capital equipment costs, and any travel and subsistence requirements. Applicants are required to complete a detailed financial summary template (cost tables in Annex 2) as part of the application process.

6.2 Financial viability checks

The Delivery Contractor appointed by BEIS will undertake financial viability checks on all successful applicants. These will include looking at the latest independently audited accounts filed on the Companies House database.

Where a business is not required to file accounts with Companies House, other financial information may be requested to enable an appropriate financial viability review to be undertaken. We will be looking for evidence of your ability to resource the cash-flow for the project appropriately, so the information we request will be focused on understanding how your business operates in this respect.

Before your project starts, BEIS will ask for evidence that you have the funding mechanisms in place to manage your cash flow across the life of your project. This could include letters of credit or other such mechanisms.

BEIS will not make payments in advance of need and typically makes contract payments in arrears on satisfactory completion of agreed milestones and deliverables. BEIS understands, however, the difficulties which small businesses may face when financing this type of project. BEIS will explore cash flow issues with the applicant as part of developing the financial and milestone profile during the Contract Award process. BEIS will offer flexibility in terms of profiles and payments, within the confines of the requirements for use of public money within which it operates.

6.3 Notification & Publication of Results

Notification

Applicants will be informed by email whether their application has been successful, subject to compliance with the terms and conditions of the Conditional Contract Offer (see Annex 3). Details of all contracts will be published on Contracts Finder in line with Public Contract Regulations (PCR). Unsuccessful applicants will be provided feedback at the same time.

BEIS may wish to publicise the results of the scheme which may involve engagement with the media. At the end of the application and assessment process, BEIS may issue a press release or publish a notice on its website. These public documents may, for example, outline the overall results of competitions and describe some of the projects to be funded.

Some organisations may want their activities to remain confidential and you will be given a chance to opt out of any involvement in media relations activity and further case study coverage of projects, should you see this as being absolutely necessary. However, as noted above, the public description of the project you provide in your application will be made available in the public domain if your application is successful, and you are not able to opt out of the project description being published. In addition, all funded projects must include reporting and dissemination milestones – agreed with BEIS - as part of their project deliverables.

Any organisation that wishes to publicise its project, at any stage, must contact the Competition Project Manager or their Project Monitoring Officer at BEIS before doing so.

Publication of results

SBRI involves a high degree of risk–benefit sharing. In return for provision of funding and non-financial support during demonstration activities, BEIS expects to be able to use and share the results and outputs of the demonstration activities with other Government Departments, industry and other stakeholders to further understanding and progress technology development and deployment.

BEIS also wishes to publicise details of the award recipients. Therefore, on or after issuing a SBRI contract, BEIS will publish the following information:

- Identity of the participant and its partners;
- Project summary information including aims and expected outcomes of the project and technology area;
- Total award value.

Following completion of the funded projects, BEIS will publish on its website a summary of the funded activities and the outcomes achieved. This will include a final summary report from each project detailing technical approach, key achievements and recommendations. BEIS may also revisit projects at a later date and publish an evaluation report for the scheme as a whole.

BEIS however recognise the need to maintain confidentiality of commercially sensitive information. BEIS will consult applicants regarding the nature of information to be published, in order to protect commercially sensitive information.

6.4 Monitoring & Evaluation, and Intellectual Property Requirements

Monitoring

Each project will be allocated a Monitoring Officer at the point of notification.

Applicants will undertake their own project monitoring with the support of their Monitoring Officer. Applicants are expected to provide reports on their project's progress. The narrative reporting will be as follows:

- A monthly narrative of progress, including an update on any identified issues or risks to delivery (due by the 15th of the following month);
- A quarterly formal progress report, financial forecast, and update of the project plan and risk register (due by the 15th of the following month at the end of each quarter), for projects that proceed to Phase 2;
- A final financial and narrative report within 30 days of the end of the project and by end of March 2021.

The Monitoring Officer will review all reports and will address any issues in these and contact projects accordingly. They will be the first point of contact for projects for any project reporting, milestone claims and issue escalation. Any changes to schedules or project plans will need to be discussed with BEIS and applicants should expect significant interaction with the team during the project;

Knowledge Sharing & Evaluation Requirements

There will be a number of requirements on successful applicants during the course of the project, including after the final payment milestone:

- **Knowledge sharing:** effective dissemination and knowledge sharing are key requirements in Phase 2 of this competition. We will expect applicants to share useful data, lessons learned and experience through relevant industry forums and with relevant BEIS policy teams.
- **Evaluation of the scheme:** Successful applicants will be expected to participate in an evaluation of the scheme during and after final contract payments, to assess the impact of the scheme including value for money. The business models we wish to support will address different parts of a consumer's journey in investing in energy efficiency, from identifying potential savings all the way to finance and delivery. As a result, the monitoring will require a mixture of quantitative information (measured through KPIs) and qualitative data (e.g. stakeholder interviews). Importantly, rather than only measuring the impact of the competition, we want to understand how the projects are being delivered in practice, what was successful and not successful, and how can performance be improved in any future rollout, and any future role for government support. Evaluation will be ongoing throughout the competition.

Intellectual Property

Organisations interested in taking part in the BASEE Competition should note that BEIS does not reserve the R&D results exclusively for its own use and suppliers will retain the intellectual property generated from the project and will be expected to identify and protect patentable knowledge within five years of its creation. Costs associated with securing intellectual property arising from or associated with this project are not eligible for reimbursement and cannot be included within the contract price.

BEIS requires a UK wide, irrevocable, royalty-free, non-exclusive licence, together with the right to grant sub-licences, to use or publish information, data, results, outcomes or conclusions which are created in performing the project, for its internal non-commercial purposes.

Phase 1 and Phase 2 project teams will be asked to identify the price reduction offered by the applicants compared to the price of the project if BEIS was retaining exclusive rights to IPR and other project results. However, under government guidelines where this happens we must take care that this does not give the applicant company an unfair advantage in the market. Applicants will be asked to provide two contract prices; one price should they retain the IPR for further commercialisation and a likely lower price where the IPR is retained by BEIS. The price where IPR is retained by BEIS will be used to set the maximum price for the indicative price range for the tender and this will form part of the selection criteria.

The proposed arrangements for intellectual property rights and exploitation of IPR are set out in the example contract terms and conditions for this Competition in Annex 3 of these Guidance Notes.

Ownership of Demonstration Devices

Chosen suppliers will retain responsibility and ownership for the technologies and related equipment developed and used during the delivery of the contracts.

6.5 Deliverables & milestone payments

Deliverables

Successful participants will deliver a report at the end of each phase. BEIS will supply guidance for report writing prior to the commencement of each phase. It should be noted that SBRI contracts require that project outputs are shared publicly. See 'further information' in section on Intellectual Property Rights.

Phase 1 (Feasibility studies): expected outputs

This phase will provide an opportunity for successful applicants to demonstrate the feasibility of their proposed solutions. Report templates will be provided, and we will require applicants to outline the following:

- **Description of the product:** this will outline the innovation being proposed and how it addresses the outlined market barriers.

- **Assessment of potential of the market:** this will be shown by market testing of the proposal within the relevant sectors, demonstrating the existing market gap and the demand that can be tapped into using proposed method. We would expect successful applicants to engage with a small group of potential customers in Phase 1 to test their proposition.
- **Detailed plan of how to undergo Phase 2 pilot:** This should include relevant partners and their roles, project plans, plans for financing, risks, among other requirements (see evaluation criteria).
- **Breakdown of costs for Phase 2 pilot** – we will expect an estimate of Phase 2 costs in order to assess which projects should be approved through to the next Phase of the competition.
- **Estimated cost (£) or energy savings (kw/annum) by fuel type to help evaluate the impact of similar projects achieving different levels of scale/difficulty** (where applicable).
- **Estimate of potential scalability of product.**

At the end of Phase 1 projects will be required to deliver a feasibility report, using the template provided and a presentation containing a detailed description of the outputs. The Phase 1 report will be used to help assess which projects will go forward to Phase 2.

As such, the report should contain sufficient information to enable assessment and we reserve the right to request any further details beyond those provided to aid us in our assessment. Applicants should allow time for up to two meetings in London to meet with BEIS and its Delivery Partner.

Additional information: Alongside the report, competition participants will need to deliver fully accessible copies of any other relevant documentation or outputs used in delivery of Phase 1, with appropriate explanations of the analysis undertaken and raw data used.

Note: Selection of Phase 2 projects will be based on the outputs from Phase 1, including the proposed detailed activities for Phase 2. Phase 2 criteria will be confirmed by BEIS at the same time as funding contracts are awarded, however, we expect that Phase 2 criteria will be broadly similar to those set out for Phase 1.

Phase 2 (Piloting of solutions): expected outputs

Phase 2 will allow the participants to test their proposals on the market.

More detailed requirements for the applications will be provided before the end of Phase 1. This is because the outputs of the pilot will be tailored to the specific project. However, it is likely to include some of the following elements:

- A prototype or model of their product (if developing a technology-based platform, or a set of contracts).
- Feedback from key stakeholders (e.g. customer satisfaction reports).
- Report of impact and scalability of product. The relevant metric will vary depending on the proposed approach for example it could be:
 - Number of SMEs who have agreed to invest in energy efficiency using the standard processes/ contracts and commitments from lenders that they are willing to invest in energy efficiency through this model, or actual lending to the businesses for energy efficiency;
 - Number of SMEs who are looking to invest in energy efficiency and seeking a match with an energy efficiency provider who can provide financing willing to be listed on the tech platform.
- Development of engagement / marketing strategy and findings of how this has tested with consumers.
- When piloting an approach, evaluation of take up of customers versus their targets set for the pilot.
- Estimated energy savings by fuel type.
- Plans for scaling up project or replicating across different sectors.

Projects will be required to deliver a summary report containing a detailed description of outputs and any learning from the project.

Additional information: Alongside the report, competition participants will need to deliver fully accessible copies of any other relevant documentation or outputs used in delivery of Phase 2, with appropriate explanations of the analysis undertaken and raw data used.

Final outputs

Final outputs are likely to include:

- Final project report detailing the development and success of the business model/product, and information on the elements that were unsuccessful.
- Recommendations for disseminating learning from the programme.
- Plans for taking forward and commercialising approaches developed in the programme.

Milestone payments

Payments will be only made by BEIS after an agreement has been signed between the applicant and BEIS. Further details on payments and financial requirements will be provided by BEIS as part of any funding agreement. These will include the requirement for detailed statements of expenditure and requests for funds in a specified format.

Payments will be made on a milestone basis upon receipt of a detailed statement of expenditure. They will be subject to satisfactory progress against the project's work plan.

Applicants must satisfy the due diligence, financial and organisational checks required prior to receiving public funds.

BEIS recognises the importance of remaining flexible and pragmatic throughout project implementation and will consider changes to ensure the most effective use of funds. Approval from BEIS should be sought for changes to the overall impact and outcome of projects and any significant changes in outputs. Requesting a significant change may necessitate a re-examination of project purpose or implementation. BEIS must approve any changes that require the movement of more than 10% of the total budget between budget lines. An updated work plan and budget may also be needed when requesting changes.

Milestone claims for Phase 2 must be invoiced in time to be processed and paid by 31st March 2021. If circumstances outside the control of the project occur which impact on delivering the expected outputs in the Phase 2 period, the project must inform their Monitoring Officer as soon as possible. The Monitoring Officer will consult with BEIS to determine the best course of action.

Funds should be claimed against evidence of expenditure usually in the form of a receipted invoice accompanied by evidence or copies of work undertaken. A claim form will be issued with your letter of offer. After each stage of work is completed you will be expected to complete and submit a claim form. Claims should be submitted to the Monitoring Officer for processing and will be paid within 30 working days of a complete and satisfactory claim being received. Finance is released against work carried out rather than a lump sum on approval.

Feedback, Re-application and Right of Appeal

A short summary of key feedback regarding the applications will be provided to all applicants, this feedback will be based on the comments of technical assessors and the Competition Board. No additional feedback will be provided and there will be no further discussion on the application. BEIS's decision on project funding is final.

7 Confidentiality and Freedom of Information

Where any request is made to BEIS under the Freedom of Information Act 2000 (“FOIA”) for the release of information relating to any project or applicant, which would otherwise be reasonably regarded as confidential information, then BEIS will notify you of the request as soon as we become aware of it. An applicant must acknowledge that any lists or schedules provided by it outlining information it deems confidential or commercially sensitive are of indicative value only and that BEIS may nevertheless be obliged to disclose information which the applicant considers confidential.

As part of the application process all applicants are asked to submit a public description of the project. This should be a public facing form of words that adequately describes the project but that does not disclose any information that may impact on Intellectual Property (IP), is confidential or commercially sensitive. The titles of successful projects, names of organisations, amounts awarded and the description of the project may be published once the award is confirmed as final.

All assessors used during the assessment of applications will be subject to a confidentiality agreement.

8 Further Instructions to Applicants

BEIS reserves the right to amend the enclosed Competition documents at any time prior to the deadline for receipt of proposals. Any such amendment will be numbered, dated and issued on the website no later than 15 April 2019. Where amendments are significant, the Department may at its discretion extend the deadline for receipt of tenders.

BEIS reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by contractors during any stage of the process. Contractors should also note that, in the event a proposal is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that proposal may be rejected. By issuing this Competition document, the Department is not bound in any way and does not have to accept the lowest or any proposal and reserves the right to accept a portion of any proposal unless the tenderer expressly stipulates otherwise in their proposal.

9 Privacy Notice

This notice sets out how we will use your personal data, and your rights. It is made under Articles 13 and/or 14 of the General Data Protection Regulation (GDPR).

YOUR DATA

We will process the following personal data:

Names and contact details of employees involved in preparing and submitting the bid; Names and contact details of employees proposed to be involved in delivery of the contract;

Names, contact details, age, qualifications and experience of employees whose CVs are submitted as part of the bid.

Purpose

We are processing your personal data for the purposes of the tender exercise described within the remainder of this Invitation to Tender, or in the event of legal challenge to such tender exercise.

Legal basis of processing

The legal basis for processing your personal data is processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller, such as the exercise of a function of the Crown, a Minister of the Crown, or a government department; the exercise of a function conferred on a person by an enactment; the exercise of a function of either House of Parliament; or the administration of justice.

Recipients

Your personal data will be shared by us with other Government Departments or public authorities where necessary as part of the tender exercise. We may share your data if we are required to do so by law, for example by court order or to prevent fraud or other crime.

Retention

All tenders will be retained for a period of 6 years from the date of contract expiry, unless the contract is entered into as a deed in which case it will be kept for a period of 12 years from the date of contract expiry.

YOUR RIGHTS

You have the right to request information about how your personal data are processed, and to request a copy of that personal data.

You have the right to request that any inaccuracies in your personal data are rectified without delay.

You have the right to request that any incomplete personal data are completed, including by means of a supplementary statement.

You have the right to request that your personal data are erased if there is no longer a justification for them to be processed.

You have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of your personal data is restricted.

You have the right to object to the processing of your personal data where it is processed for direct marketing purposes.

You have the right to object to the processing of your personal data.

INTERNATIONAL TRANSFERS

Your personal data will not be processed outside the European Union.

COMPLAINTS

If you consider that your personal data has been misused or mishandled, you may make a complaint to the Information Commissioner, who is an independent regulator. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

0303 123 1113

casework@ico.org.uk

Any complaint to the Information Commissioner is without prejudice to your right to seek redress through the courts.

CONTACT DETAILS

The data controller for your personal data is the Department for Business, Energy & Industrial Strategy (BEIS).

You can contact the BEIS Data Protection Officer at: BEIS Data Protection Officer, Department for Business, Energy and Industrial Strategy, 1 Victoria Street, London SW1H 0ET. Email: dataprotection@beis.gov.uk.

Annex 1 - Eligible and Ineligible Costs

1. Eligible Costs

Directly incurred costs:

These are costs that are specific to the project that will be charged to the project as the amount actually spent, fully supported by an audit record justification of a claim. They comprise:

- Labour costs for all those contributing to the project broken down by individual
- Material costs (including consumables specific to the project)
- Capital equipment costs
- Sub-contract costs
- Travel and subsistence

Indirect costs:

Indirect costs should be charged in proportion to the amount of effort deployed on the project. Applicants should calculate them, using their own cost rates. They may include:

- General office and basic laboratory consumables
- Library services / learning resources
- Typing / secretarial
- Finance, personnel, public relations and departmental services
- Central and distributed computing
- Overheads

2. Ineligible Costs

Under no circumstances can costs for the following items be claimed:

- Commercialisation activities
- Profit (i.e. applicants should not include profit for themselves or the other project team members within indirect costs or include it as a separate project cost)
- Protection of IPR
- For activities of a political or exclusively religious nature;
- In respect of costs reimbursed or to be reimbursed by funding from other public authorities or from the private sector;
- In connection with the receipt of contributions in kind (a contribution in goods or services as opposed to money);

Boosting access for small and medium sized enterprises (SMEs) to energy efficiency (BASEE):
competition rules and guidance

- To cover interest payments (including service charge payments for finance leases);
- For the giving of gifts to individuals, other than promotional items with a value no more than £10 a year to any one individual;
- For entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);
- To pay statutory fines, criminal fines or penalties; or
- In respect of VAT that you are able to claim from HM Revenue and Customs.
- In connection with the development of elements of a business model or solution that are outside the scope of this Competition.
- In connection with the purchase, installation and maintenance of the energy efficiency measures.
- The development of energy efficiency measures.

Annex 2 – Application template

Department of Business, Energy and Industrial Strategy

Boosting Access for SMEs to Energy Efficiency Competition

Application form
Closing Date: 8th May 2019

Application form

(Insert date)

**(Insert
project
name)**

**(Insert
name of
lead
applicant)**

Contact for enquiries

The contact for enquiries is:

Business Energy Use Team, Department of Business, Energy and Industrial Strategy (BEIS)

Email: BASEE@ricardo.com

Possible disclosure of information provided in response to this Competition

The Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) apply to the Department. You should be aware of the Department’s obligations and responsibilities under FOIA or EIR to disclose, on written request, recorded information held by the Department. Information provided in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Department in response to such a request, unless the Department decides that one of the statutory exemptions under the FOIA or the exceptions in the EIR applies. If you wish to designate information supplied as part of this response as confidential, or if you believe that its disclosure would be prejudicial to any person’s commercial interests, you must provide clear and specific detail as to the precise information involved and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. Such designation alone may not prevent disclosure if in the Department’s reasonable opinion publication is required by applicable legislation or Government policy or where disclosure is required by the Information Commissioner or the First-tier Tribunal (Information Rights).

Additionally, the Government’s transparency agenda requires that tender documents (including ITTs such as this) are published on a designated, publicly searchable web site. The same applies to other tender documents issued by the Department (including the original advertisement and the pre-qualification questionnaire (if used)), and any contract entered into by the Department with its preferred supplier once the procurement is complete. By submitting a tender you agree that your participation in this procurement may be made public. The answers you give in this response will not be published on the transparency web site (but may fall to be disclosed under FOIA or EIR (see above)). Where tender documents issued by the Department or contracts with its suppliers fall to be disclosed the Department will redact them as it thinks necessary, having regard (inter alia) to the exemptions/exceptions in the FOIA or EIR.

BEIS is also subject to the Data Protection Act 1998. Personal data held and processed by BEIS will be managed in accordance with this Act.

Application

Applicants are urged to read the Competition Guidance Notes (sections 1 -9) of this document) carefully before completing this form and are asked to ensure that they provide sufficient information to demonstrate compliance with the Eligibility Criteria and the Evaluation Criteria.

Applicants are encouraged to write self-contained responses, using the guidance provided to limit the size of the application. Applicants may annex additional material if it is relevant to the evaluation criteria and materially strengthens the application. Applicants are requested to maintain the structure of the application form.

Applications should detail plans across all phases of the Competition.

This application has the following sections:

- (a) Summary Information
- (b) Eligibility criteria
- (c) Proposal details
- (d) Declarations

(a) Summary information

Summary information	(not assessed)
Project Title	
Project summary	
List of Annexes / Appendices	

Company Details:
Registered Company Name
Registered Company Address
Company Registration Number
VAT Registration Number
Company Website

Contact Details:
Name
Position
Organisation
Address
Telephone
Email

(b) Eligibility Criteria

To be eligible to apply to Phase 1 of the BASEE competition, projects must comply with the following minimum requirements:

Eligibility Questions	Yes/No	Evidence
Is the project within the scope of the competition (as set out in Chapter 4)?		
Is the project at a pre-commercial stage of development in the UK (models that are commercial overseas but not in the UK would be considered)?		
Is the project located in the UK?		
Is the project led by a single organisation (bids from consortia with a single lead partner are acceptable)		
Does the application clearly describe activities for <u>both</u> Phase 1 and Phase 2?		
Does the application clearly indicate the cost savings provided to BEIS in line with SBRI requirements (as set out in Chapter 4.7)?		
Is the requested funding below the maximum limit of £100k for Phase 1 activities?		
Is the requested funding below the maximum limit of £1million for Phase 2 activities?		

(c) Proposal details

1. Technical approach and innovation

Worth 25% of the total marks

Word limit – 10,000

1.1 Briefly but clearly describe the project and how it addresses the objectives of this programme. Identify which category of project your application falls into.

1.2 Clearly identify the challenges the project will address. Describe the approach to addressing the challenges and how the project will lead to an increase in energy efficiency across SME companies.

1.3 Clearly identify which type of EE investment your project will target (see Section 4.5 of the Guidance document for the relevant categories).

1.4 Provide evidence that the project you have chosen is credible in the market place.

1.5 Describe how your project, and the commercialised offering that will follow on from Phase 2, will protect SMEs from fraudulent activity within the SME energy efficiency market.

1.6 Describe what is innovative about the project. Clearly explain the added value of the project compared to other existing activities in the area.

1.7 Describe its distinctiveness compared to alternative approaches, including those developed by other organisations, and how it addresses a market need.

2. Market potential and marketing plan

Worth 20% of the total marks

Word limit – 5,000

<p>2.1 Clearly describe the target market for the concept including the number of potential customers and anticipated energy efficiency improvement arising. This should include an indication of the sectors and energy efficiency measures you intend to focus on (where appropriate).</p>	
<p>2.2 Provide evidence of market research to prove demand or interest in the project from the target market.</p>	
<p>2.3 Describe the planned approach to scaling up the concept within and/or across sectors once Phase 2 has proven the commercial case. Include estimates of costs such as customer acquisition, products and services, and marketing.</p>	
<p>2.4 Describe how the project deliverables from Phase 2 will contribute to the commercial advancement and scalability of the concept.</p>	
<p>2.5 Describe what steps and activities will follow on from the project to achieve commercialisation, including potential financing options, (products and services), installation and customer acquisition.</p>	
<p>2.6 Describe what level of scale up and deployment targets will be achieved over the 5 years following the completion of the project.</p>	
<p>2.7 Where applicable, the proposal should demonstrate how the product will achieve credibility in the market place through product proving and accreditation.</p>	

3. Project plan (Deliverability)

Worth 20% of the total marks	Word limit – 4,000
<p>3.1 Outline the project milestones and deliverables. This should include a detailed delivery plan with associated timelines (including a Gantt chart) which identifies various activities and milestones and invoice values.</p> <p>3.2 Describe why the identified project plan is structured as it is and any key dependencies within it.</p> <p>3.3 Please provide a description of your project management approach, explaining how you will deliver the project to the identified timescales.</p> <p>3.4 Please provide a management diagram summarising the commercial structure you are proposing and the roles of partners.</p> <p>3.5 Please describe the current development status of the project e.g.in relation to consortium formation, procurement needs and procedures, technical development) and show how the project plan will advance it to commercialisation.</p> <p>3.6 Are there any external factors that may influence your ability to deliver the project within the timescales outlined in the competition guidance document?</p> <p>3.7 Key risks and dependencies along with a proposed mitigation plan are to be presented in the table provided below along with plans for ongoing risk management.</p>	

Risks

This table can be presented outside of this box section and in landscape orientation if required.

Ref	Risk description	Likelihood (H/M/L)	Impact (H/M/L)	Mitigation

4. Skills and expertise

Worth 10% of the total marks

Word limit – 5,000

4.1 Demonstrate the team is able to deliver the project. Give examples of previous projects in this and related topic areas.

4.2 Explain how the project team has the appropriate skills and experience to deliver the project with clearly defined roles and responsibilities and time committed to the project. You should present evidence of the skills and experience of the team working on the project in the form of short single-paragraph biographies of key team members.

4.3 Demonstrate the necessary stakeholder and supply chain relationships appropriate for the delivery of this project.

5. Costs

Worth 25% of the total marks

Word limit – 4,000

5.1 Please complete the Phase 1 costing table below detailing all relevant project costs for each of the cost categories. Use the 4,000 word limit to justify why the costs are appropriate (e.g. why a certain level of staff/expertise is required for a given task, why specific purchases are required etc).

Please link the costs to the tasks in your project plan.

If the BASEE project is part of a larger project, delivering elements that are not in-scope for this competition, where feasible please provide an overview of costs for the larger project, clearly identifying activities which are in-scope along with the ineligible costs related to the out-of-scope activities to provide assurance, as far as possible, to BEIS that only the BASEE-related costs will be claimed.

Labour costs	*Grade/level of staff	Daily rate (ex VAT)	No. days	Total price per staff member
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competition rules and guidance

Labour costs	£
sub total	

Equipment / Material costs:	Item	No. of items	Price per item (ex VAT)	Total price
Equipment / material sub costs				£

Travel & Subsistence	Journey required and reason	No. journeys	Cost per journey	Total price
T&S sub total				£

Other costs	Detail	No.	Cost per item	Total price

Boosting access for small and medium sized enterprises (SMEs) to energy efficiency (BASEE):
competition rules and guidance

Other costs sub total	£
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SBRI cost savings:

Total price for exclusive development contract*	Total price for SBRI project (= Total Cost for Phase 1)	Cost saving (A-B)

* Exclusive development means that the public purchaser reserves all the results and benefits of the development (including Intellectual Property Rights or IPRs) exclusively for its own use.

(d) Declarations

Declaration 1: Statement of non-collusion

To: The Department for Business, Energy and Industrial Strategy

1. We recognise that the essence of competitive tendering is that the Department will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.

2. We also certify that we have not done and undertake not to do at any time before the hour and date specified for the return of this tender any of the following acts:

- (a) communicate to any person other than the Department the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;
- (b) enter into any agreement or arrangement with any other person that he shall refrain for submitting a tender or as to the amount included in the tender;
- (c) offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.

3. In this certificate, the word “person” shall include any person, body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such information, formal or informal, whether legally binding or not.

.....
Signature (duly authorised on behalf of the tenderer)

.....
Print name

.....
On behalf of (organisation name)

.....
Date

Declaration 2: Form of Tender

To: The Department for Business, Energy and Industrial Strategy

1. Having considered the invitation to tender and all accompanying documents (including without limitation, the terms and conditions of contract and the Specification) we confirm that we are fully satisfied as to our experience and ability to deliver the goods/services in all respects in accordance with the requirements of this invitation to tender.
2. We hereby tender and undertake to provide and complete all the services required to be performed in accordance with the terms and conditions of contract and the Specification for the amount set out in the Pricing Schedule.
3. We agree that any insertion by us of any conditions qualifying this tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this tender.
4. We agree that this tender shall remain open to be accepted by the Department for 8 weeks from the date below.
5. We understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by the Department we may be required to secure a Deed of Guarantee in favour of the Department from our holding company or ultimate holding company, as determined by the Department in their discretion.
6. We understand that the Department is not bound to accept the lowest or any tender it may receive.
7. We certify that this is a bona fide tender.

.....
Signature (duly authorised on behalf of the tenderer)

.....
Print name

.....
On behalf of (organisation name)

.....
Date

Declaration 3: Conflict of Interest

I have nothing to declare with respect to any current or potential interest or conflict in relation to this research (or any potential providers who may be subcontracted to deliver this work, their advisers or other related parties). By conflict of interest, I mean, anything which could be reasonably perceived to affect the impartiality of this research, or to indicate a professional or personal interest in the outcomes from this research.

Signed

Name

Position

OR

I wish to declare the following with respect to personal or professional interests related to relevant organisations*;

- X
- X

Where a potential conflict of interest has been declared for an individual or organisation within a consortium, please clearly outline the role which this individual or organisation will play in the proposed project and how any conflict of interest has or will be mitigated.

- X
- X

Signed

Name

Position

Please complete this form and return this with your ITT documentation - Nil returns **are** required.

* These may include (but are not restricted to);

- A professional or personal interest in the outcome of this research
- For evaluation projects, a close working, governance, or commercial involvement in the project under evaluation
- Current or past employment with relevant organisations
- Payment (cash or other) received or likely to be received from relevant organisations for

goods or services provided (Including consulting or advisory fees)

- Gifts or entertainment received from relevant organisations
- Shareholdings (excluding those within unit trusts, pension funds etc.) in relevant organisations
- Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations

All of the above apply both to the individual signing this form and their close family / friends / partners etc.

If your situation changes during the project in terms of interests or conflicts, you must notify BEIS straight away.

A DECLARATION OF INTEREST WILL NOT NECESSARILY MEAN THE INDIVIDUAL OR ORGANISATION CANNOT WORK ON THE PROJECT; BUT IT IS VITAL THAT ANY INTEREST OR CONFLICT IS DECLARED SO IT CAN BE CONSIDERED OPENLY.

Declaration 4: Questions for tenderers

In some circumstances the Department is required by law to exclude you from participating further in a procurement. If you cannot answer 'no' to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state 'Yes' or 'No' to each question.

Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Answer
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;	
(b) corruption within the meaning of section 1 (2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption;	
(c) the offence of bribery, where the offence relates to active corruption;	
(d) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;	
(e) fraud, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:	
(i) the offence of cheating the Revenue;	
(ii) the offence of conspiracy to defraud;	
(iii) fraud or theft within the meaning of the Theft Act 1968 , the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994 ;	
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	

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competition rules and guidance

(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;	
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or	
(ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;	
(f) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;	
(g) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or	
(h) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or	
(i) any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.	

Boosting access for small and medium sized enterprises (SMEs) to energy efficiency (BASEE):
competition rules and guidance

Declaration 5: The General Data Protection Regulation Assurance Questionnaire for Contractors

Please fill in the GDPR assurance questionnaire spreadsheet on the [Competition page](#) and return with the application.

Annex 3 – Example Contract Terms and Conditions

BEIS proposes to use its Pre-Commercial Procurement Contract as the basis of the contract for Phases 1 and 2 of this Competition. The current Terms and Conditions are below for information.

Illustrative Terms and Conditions for Phase 1 and 2 contracts:

1. Definitions and Interpretation

(1) In these terms and conditions of contract for services (“Conditions”):

“Arising Intellectual Property” means the Intellectual Property Rights which are created as a result of the Contractor’s performance of the Services;

“Authority” means the Secretary of State for Business, Energy and Industrial Strategy;

“Authority’s Premises” means land or buildings owned or occupied by the Authority;

“Background Intellectual Property” means Intellectual Property Rights owned, controlled or used by either of the Parties at the date of this Contract or which shall at any time thereafter become so owned, controlled or used otherwise than as a result of the performance of the Services under this Contract;

“the Charges” means the price agreed in respect of the Services, excluding Value Added Tax;

“Confidential Information”:

- a) means all information obtained by the Contractor from the Authority or any other department or office of Her Majesty’s Government relating to and connected with the Contract and the Services; but
- b) does not include the Contract itself and the provisions of the Contract where, or to the extent that, the Authority publishes them by virtue of Condition 40;

the “Contract” means the agreement concluded between the Authority and the Contractor for the supply of Services, including without limitation these Conditions (to the extent that they are not expressly excluded or modified), all specifications, plans, drawings and other documents which are incorporated into the agreement;

the “Contractor” means the person who agrees to supply the Services and includes any person to whom all or part of the Contractor’s obligations are assigned pursuant to Condition 4;

“Contractor Personnel” means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor engaged in the performance of its obligations under this Contract;

“Data” means information collected or used for the purposes of performing the Services, which can be processed manually, electronically or by other means;

“Data Protection Legislation” means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 subject to Royal Assent to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

“Data Protection Impact Assessment” means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

“Controller” , “Processor” , “Data Subject” , “Personal Data” , “Personal Data Breach” , “Data Protection Officer” take the meaning given in the GDPR;

“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

“Data Subject Access Request” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

“DPA 2018” means the Data Protection Act 2018;

“Full Contract Price” means the price quoted by the Contractor for all phases within the Proposal;

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679);

“Government Property” means anything issued or otherwise furnished in connection with the Contract by or on behalf of the Authority, including but not limited to documents, papers, data issued in electronic form and other materials;

“Intellectual Property Rights” means patents, trade marks, service marks, design rights (whether registrable or not), applications for any of those rights, copyright, database rights, trade or business names and other similar rights or obligations, whether registrable or not, in any country, including but not limited to, the United Kingdom;

“Law” means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;

“LED” means the Law Enforcement Directive (Directive (EU) 2016/680);

“Party” means a party to this Contract;

“Protective Measures” means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity,

availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

“Purchase Order” means the document so described by the Authority to purchase the Services which makes reference to the Conditions;

“Proposal” means the response to the Authority’s invitation to tender for the provision of the BASEE Initiative (SBRI), submitted by the Contractor on [insert date] explaining how it would provide the services required, a copy of which is set out in Schedule 2;

“Reports” means reports provided to the Authority by the Contractor in performing the Services and in accordance with the Specification;

the “Services” means the services to be supplied under the Contract, namely delivery of the Phase 1 activities described in the Specification and the Proposal;

the “Specification” means the guidance notes attached at Annex 1, and any further guidance published by the Authority in accordance with that document; and

“Sub-processor” means any third Party appointed to process Personal Data on behalf of the Contractor related to this Contract.

- (2) The interpretation and construction of the Contract shall be subject to the following provisions:
- (a) a reference to any statute, enactment, order, regulation or similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;
 - (b) the headings in these Conditions are for ease of reference only and shall not affect the interpretation or construction of the Contract;
 - (c) references to “person”, where the context allows, includes a corporation or an unincorporated association.

2. Acts by the Authority

Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done by any person authorised, either expressly or impliedly, by the Authority to take or do that decision, act or thing.

3. Service of Notices and Communications

Any notice or other communication that either party gives under the Contract shall be made in writing and given either by hand, first class recorded postal delivery, facsimile transmission or via e-mail to industry.innovation@beis.gov.uk. Notice given by hand shall be effective immediately, notice given by recorded postal delivery shall be effective two working days after the date of posting, notice given by facsimile transmission shall be effective the working day after receipt by the notifying party of a transmission slip showing that the transmission has succeeded and notice given by email shall be effective on the day of receipt (or the next working day if received on a day that is not a working day) unless a delivery error notice is received.

4. Assignment and Sub-contracting

- (1) The Contractor shall not give, bargain, sell, assign, sub-contract or otherwise dispose of the Contract or any part thereof without the previous agreement in writing of the Authority
- (2) The Contractor shall not use the services of self-employed individuals in connection with the Contract without the previous agreement in writing of the Authority.
- (3) If the Contractor uses a sub-contractor for the purpose of performing the Services or any part of

it, the Contractor shall include in the relevant contract a provision which requires the Contractor to pay for those goods or services within 30 days of the Contractor receiving a correct invoice from the sub-contractor.

(4) The Contractor shall be responsible for the acts and omissions of his sub-contractors as though they were his own.

(5) The Authority shall be entitled to assign any or all of its rights under the Contract to any contracting authority as defined in Regulation 2(1) of the Public Services Contracts Regulations 2015, provided that such assignment shall not materially increase the burden of the Contractor's obligations under the Contract.

5. Entire Agreement

The Contract constitutes the entire agreement and understanding between the parties and supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of the Contract provided that neither party excludes liability for fraudulent misrepresentations upon which the other party has relied.

6. Waiver

(1) The failure by either party to exercise any right or remedy shall not constitute a waiver of that right or remedy.

(2) No waiver shall be effective unless it is communicated to the other party in writing.

(3) A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

7. Severability

If any Condition or provision of the Contract not being of a fundamental nature is held to be unlawful, invalid or unenforceable by a court or tribunal in any proceedings relating to the Contract, the validity or enforceability of the remainder of the Contract shall not be affected. If the court finds invalid a provision so fundamental as to prevent the accomplishment of the purpose of the Contract, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

8. Confidentiality

(1) The Contractor agrees not to disclose any Confidential Information to any third party without the prior written consent of the Authority. To the extent that it is necessary for the Contractor to disclose Confidential Information to its staff, agents and sub-contractors, the Contractor shall ensure that such staff, agents and sub-contractors are subject to the same obligations as the Contractor in respect of all Confidential Information.

(2) Condition 8(1) shall not apply to information which:

- (a) is or becomes public knowledge (otherwise than by breach of these Standard Terms or a breach of an obligation of confidentiality);
- (b) is in the possession of the Contractor, without restriction as to its disclosure, before receiving it from the Authority or any other department or office of Her Majesty's Government;
- (c) is required by law to be disclosed;
- (d) was independently developed by the Contractor without access to the Confidential

Information.

- (3) The obligations contained in this Condition shall continue to apply after the expiry or termination of the Contract.
- (4) The Contractor shall not handle or examine any document or thing bearing a Government security classification of “Confidential”, “Secret” or “Top Secret” other than in a Government establishment and the Contractor shall not remove any such document or thing from such Government establishment without the prior written consent of the Authority.
- (5) The Contractor shall not communicate with representatives of the general or technical press, radio, television or other communications media, with regard to the Contract, unless previously agreed in writing with the Authority.
- (6) Except with the prior consent in writing of the Authority, the Contractor shall not make use of the Contract or any Confidential Information otherwise than for the purposes of carrying out the Services.

9. Freedom of Information

- (1) The Contractor acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations SI 2004 No. 3391 (“EIR”) and shall assist and cooperate with the Authority, at the Contractor’s expense, to enable the Authority to comply with these information disclosure requirements.
- (2) In this Condition:-
 - “Information” has the meaning ascribed to it in section 84 of the FOIA;
 - “Request for Information” has the meaning ascribed to it in section 8 of the FOIA, or any apparent request for information under the FOIA or EIR.
- (3) The Contractor shall (and shall procure that its subcontractors shall):-
 - (a) Transfer any Request for Information to the Authority as soon as practicable after receipt and in any event within two working days;
 - (b) Provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five working days (or such other period as the Authority may specify) of the Authority requesting that Information;
 - (c) Provide all necessary assistance as reasonably requested by the Authority to enable it to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- (4) The Authority shall be responsible for determining, at its absolute discretion, whether any Information:-
 - (a) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR;
 - (b) is to be disclosed in response to a Request for Information.

In no event shall the Contractor respond directly to a Request of Information unless expressly authorised to do so in writing by the Authority.

- (5) The Contractor acknowledges that the Authority may, acting in accordance with the Secretary of State for Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of the FOIA (issued under section 45 of the FOIA in November 2004), be obliged under the FOIA

or the EIR to disclose Information unless an exemption applies. The Authority may at its discretion consult the Contractor with regard to whether the FOIA applies to the Information and whether an exemption applies.

(6) The Contractor shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

(7) The Contractor acknowledges that any lists or schedules provided by it outlining information it deems confidential or commercially sensitive are of indicative value only and that the Authority may nevertheless be obliged to disclose information which the Contractor considers confidential in accordance with Conditions 9(4) and (5).

10. Amendments and Variations

Subject to Condition 18(7) no amendment or variation to the terms of the Contract shall be valid unless previously agreed in writing between the Authority and the Contractor.

11. Invoices and Payment

(1) The Contractor shall submit invoices at times or intervals agreed by the Authority in the Contract or otherwise. The Contractor shall ensure that any invoice it submits sets out the Authority's Purchase Order or contract number, the Charges and, where not all of the Services have been completed, the relevant part of the Charges with an appropriate breakdown of time worked, the part of the Services (if all the Services have not been completed) and period to which the invoice relates, and its confirmation that the Services (or relevant part of the Services referred to on the invoice) have been fully performed.

(2) In consideration of the provision of the Services by the Contractor, the Authority shall pay the Charges plus VAT after receiving a correctly submitted invoice as set out in Condition 11(1). Such payment shall normally be made within 30 days of receipt of the correctly submitted invoice.

(3) The Contractor shall not be entitled to charge for the provision of any services that are not part of the Services agreed within the Contract, unless the Contract has been properly varied in advance in accordance with Condition 10.

(4) The Authority may reduce payment in respect of any Services that the Contractor has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of the Authority. The Authority shall suspend, reduce or cease payment, or, where payment has already been made, be able to recover under condition 13(1) that sum together with interest, in the case of a decision of the European Commission relating to state aid or pursuant to any court order.

(5) If the Contractor believes that payment for a correctly submitted invoice is overdue, he should, in the first instance, speak to the named contact on the face of the Contract. In the event that the problem is not resolved to his satisfaction, he should write to the Head of Procurement at the Department of Energy and Climate Change setting out his case. The Head of Procurement shall ensure that the complaint is dealt with by an official who is independent of the main contact and that the Contractor is not treated adversely in future for having made a complaint.

(6) For the purpose of calculating any statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, the relevant date for the payment of the debt shall be deemed to be the last day of a period of 30 days commencing on the day when the Authority received the invoice, or, if the Contractor had not completed the Services (or the part of the Services to which the invoice relates) before submitting the invoice, the last day of a period of 30 days commencing on the day when the Contractor completed the Services, (or the part of the Services to which the invoice relates).

12. Accounts

- (1) The Contractor shall keep full and proper accounts, records and vouchers relating to all expenditure reimbursed by the Authority and all payments made by the Authority in respect of the Services.
- (2) The Contractor shall permit the Authority acting by its officers, servants and agents or independent auditor on request and at all reasonable times to examine all accounts, records and vouchers at the offices of the Contractor or at such other places as the Authority shall direct, and to take copies of such accounts, records and vouchers and the Contractor shall provide the Authority or its independent auditor with such explanations relating to that expenditure as the Authority may request.
- (3) The Contractor shall ensure that the said accounts, records and vouchers are available for a period of six years after termination or expiry of the Contract.

13. Recovery of Sums Due

- (1) Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, such sum may be deducted from any amount then due, or which at any time thereafter may become due, to the Contractor under this Contract or any other agreement or arrangement with the Authority or with any other department or office of Her Majesty's Government.
- (2) Any over-payment by the Authority to the Contractor whether in respect of the Charges or Value Added Tax shall be a sum of money recoverable from the Contractor pursuant to Condition 13(1) above or otherwise.

14. Value Added Tax

- (1) Value Added Tax is included in the value of the Services provided in accordance with the Contract.
- (2) Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if he is a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of Regulations made under the Value Added Tax Act 1994.
- (3) The Contractor shall, if so requested by the Authority, furnish such information as may reasonably be required by the Authority relating to the amount of Value Added Tax chargeable on the Services.

15. Provision of Services

- (1) The Contractor shall provide the Services in accordance with and as specified in the Contract to the satisfaction of the Authority whose decision shall be final and conclusive. The Authority shall have the power to inspect and examine the performance of the Services at the Authority's Premises at any reasonable time or, provided that the Authority gives reasonable notice to the Contractor, at any other premises where any part of the Services is being performed.
- (2) If the Authority informs the Contractor that the Authority considers any part of the Services to be inadequate or in any way differing from the Contract, and this is other than as a result of default or negligence on the part of the Authority, the Contractor shall at his own expense re-schedule and perform the work correctly within such reasonable time as may be specified by the Authority.
- (3) The Authority may at any time demand that the Contractor suspend the provision of the Services. If the Authority exercises such right to suspend the provision of the Services or any part of them, or if the Contractor is delayed in proceeding with the provision of the Services by the Authority (otherwise than as a consequence of a breach of the Contract, or a breach of duty or fault or negligence

on the part of the Contractor), the Authority shall be responsible for loss incurred by the Contractor as a result of such suspension or delay. Subject to the Contractor taking reasonable steps to mitigate its loss, the Contractor will be able to recover from the Authority under this Condition only for those losses which:

- (a) were reasonably foreseeable by the Authority as arising as a direct result of the suspension or delay; and
- (b) relate to the cost of any commitments entered into by the Contractor which cannot be met as a result of the suspension or delay and in respect of which the Contractor cannot obtain a refund (where the Contractor has already paid in relation to the commitment) or is obliged to pay (where the Contractor has not already paid in relation to the commitment).

The provisions of this Condition shall not apply where the reason for the suspension of the Services arises from circumstances beyond the control of the Authority.

(4) If the performance of the Contract by the Contractor is delayed by reason of any act on the part of the Authority or by industrial dispute (other than by an industrial dispute occurring within the Contractor's or its sub-contractor's organisation) or any other cause which the Contractor could not have prevented then the Contractor shall be allowed a reasonable extension of time for completion. For the purposes of this Condition, the Contractor shall be deemed to have been able to prevent causes of delay that are within the reasonable control of the Contractor's staff, agents and sub-contractors.

(5) Timely provision of the Services shall be of the essence of the Contract, including in relation to commencing the provision of the Services within the time agreed or on a specified date.

(6) The Contractor warrants that it shall provide the Services with all due skill, care and diligence, and in accordance with good industry practice and legal requirements.

(7) Without prejudice to the provision of Condition 13(1), the Contractor shall reimburse the Authority for all reasonable costs incurred by the Authority which have arisen as a direct consequence of the Contractor's delay in the performance of the Contract which the Contractor had failed to remedy after being given reasonable notice by the Authority.

16. Progress Report

(1) Where formal progress reports are required by the Contract, the Contractor shall render such reports at such time and in such form as may be specified by the Authority, or as otherwise agreed between the Contractor and the Authority.

(2) The submission and acceptance of progress reports shall not prejudice any rights of the Authority under the Contract.

(3) Any Reports to which this clause relates shall be owned by the Authority.

(4) To the extent that any Reports to which this clause relates contain Arising Intellectual Property or Background Intellectual Property, the Authority shall consult the Contractor as to the version of the relevant report it decides to publish on its website.

17. Contractor's Personnel

(1) The Authority reserves the right to refuse to admit to the Authority's Premises any person employed by the Contractor or its sub-contractors, whose admission would be undesirable in the opinion of the Authority.

- (2) If and when requested by the Authority, the Contractor shall provide a list of the names and addresses of all persons who may at any time require admission in connection with the performance of the Services to the Authority's Premises, specifying the role in which each such person is concerned with the Contractor and giving such other particulars as the Authority may require.
- (3) If and when requested by the Authority, the Contractor shall procure from each person identified by the request, a signed statement that he understands that the Official Secrets Acts 1911 to 1989 applies to him both during the carrying out and after expiry or termination of the Contract and that he will comply with the provisions of those Acts in so far as they apply to the work he is performing under the Contract.
- (4) If and when requested by the Authority the Contractor agrees that it will submit any person employed by the Contractor or its sub contractors to the Authority's security vetting procedure. The Contractor further agrees that any individual who refuses to submit to such vetting procedure or does not attain the clearance it affords will not carry out any work on the Contract which the Authority certifies as suitable only for people who have passed its security vetting procedure.
- (5) If the Contractor fails to comply with paragraph (2) (3) or (4) of this Condition and the Authority decides that such failure is prejudicial to its interests, the Authority may immediately terminate the Contract by notice in writing to the Contractor, provided that such termination shall be without prejudice to any accrued rights of, or to any rights that shall accrue thereafter to, the Authority.

18. Indemnities and Insurance

- (1) The Contractor shall hold harmless and indemnify the Authority on demand from and against all claims, demands, proceedings, actions, damages, costs (including legal costs), expenses and any other liabilities arising from claims made by the Authority's staff or agents, or by third parties, in respect of any death or personal injury, or loss or destruction of or damage to property, or any other loss, destruction or damage, including but not limited to financial losses which are caused by the breach of contract or breach of duty (whether in negligence, tort, statute or otherwise) of the Contractor, its employees, agents or sub-contractors.
- (2) The Contractor shall be liable to the Authority for any loss, damage, destruction, injury or expense (and including but not limited to loss or destruction of or damage to the Authority's property, which includes data) arising from the Contractor's breach of contract or duty (whether arising in negligence, tort, statute or otherwise).
- (3) The Contractor shall effect with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor in respect of the indemnities provided under the Contract, which in any event shall not be less than £1,000,000, and shall at the request of the Authority produce the relevant policy or policies together with receipt or other evidence of payment of the latest premium due there under.
- (4) Nothing in these Conditions nor in any part of the Contract shall impose any liability on any member of the staff of the Authority or its representatives in their personal capacity.
- (5) The Contractor shall indemnify the Authority against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used by or on behalf of the Contractor for the purpose of the Contract, providing that any such infringement or alleged infringement is not knowingly caused by, or contributed to, by any act of the Authority.

- (6) The Authority shall indemnify the Contractor against all proceedings, actions, claims, demands, costs (including legal costs), charges, expenses and any other liabilities arising from or incurred by reason of any infringement or alleged infringement of any third party's Intellectual Property Rights used at the request of the Authority by the Contractor in the course of providing the Services, providing that any such infringement or alleged infringement is not knowingly caused by, or contributed to by, any act of the Contractor.
- (7) Except in relation to death or personal injury as referred to in Condition 18(1), and subject to Conditions 18(5) and 31(15) the amount of the Contractor's liability to the Authority arising out of or in connection with this Contract shall be limited to a sum of £1,000,000 or twice the contract value, whichever is the greater, or such other sum as may be agreed in writing between the Head of Procurement on behalf of the Authority and the Contractor.

19. Termination for Insolvency or Change of Control

(1) The Contractor shall notify the Authority in writing immediately upon the occurrence of any of the following events:

- a) where the Contractor is an individual, if a petition is presented for his bankruptcy, or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs; or
- b) where the Contractor is not an individual but is a firm or a number of persons acting together, if any event in Condition 19(1)(a) or (c) occurs in respect of any partner in the firm or any of those persons, or if a petition is presented for the Contractor to be wound up as an unregistered company; or
- c) where the Contractor is a company or limited liability partnership, if the company or limited liability partnership enters administration or passes a resolution to wind up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge; or
- d) the Contractor undergoes a change of control, where "control" has the meaning given in Section 416 of the Income and Corporation Taxes Act 1988.

(2) After receipt of the notice under paragraph (1) above or earlier discovery by the Authority of the occurrence of any of the events described in that paragraph, the Authority may, by notice in writing to the Contractor, terminate the Contract with immediate effect without compensation to the Contractor and without prejudice to any right or action or remedy which may accrue to the Authority thereafter. The Authority's right to terminate the Contract under Condition 19(1)(d) will exist until the end of a period of three months starting from receipt of the notice provided by the Contractor pursuant to Condition 19(1), or such other period as is agreed by the parties.

20. Termination for Breach of Contract

If either party commits a material breach of the Contract which is either not capable of remedy, or, if it is capable of remedy, he fails to remedy such breach within 28 days of being notified by the other party in writing to do so, that other party shall be entitled to terminate the Contract with immediate effect by

notice in writing to the party that committed the material breach and without prejudice to any other rights or remedies of either party in respect of the breach concerned or any other breach of the Contract.

21. Cancellation

(1) The Authority shall be entitled to terminate the Contract, or to terminate the provision of any part of the Services, by giving to the Contractor not less than 28 days' notice in writing to that effect. Once it has given such notice, the Authority may extend the period of notice at any time before it expires, subject to agreement on the level of Services to be provided by the Contractor during the period of extension.

(2) On termination in accordance with conditions 19, 20 or 21, the Authority shall pay to the Contractor a reasonable amount in respect of the Services properly carried out by the Contractor prior to the date of termination where payment has not already been made by the Authority including, without limitation, amounts properly due and owing to the Sub-Contractor under its Sub-Contract and/or any other parties engaged by the Contractor in respect of which the Contractor has, prior to the date of termination properly and irrevocably entered into a commitment to make payment for goods or services relating to the Contract (whether or not such amounts have already been paid by the Contractor).

22. Dispute Resolution

(1) The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.

(2) If the parties cannot resolve the dispute pursuant to paragraph (1) of this Condition, the dispute may, by agreement between the parties, be referred to mediation pursuant to paragraph (4) of this Condition.

(3) The performance of the Services shall not cease or be delayed by the reference of a dispute to mediation pursuant to paragraph (2) of this Condition.

(4) If the parties agree to refer the dispute to mediation:

(a) in order to determine the person who shall mediate the dispute (the "Mediator") the parties shall by agreement choose a neutral adviser or mediator from one of the dispute resolution providers listed by the Office of Government Commerce on its website or in its printed guidance on dispute resolution within 30 days after agreeing to refer the dispute to mediation;

(b) the parties shall within 14 days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from the Office of Government Commerce to provide guidance on a suitable procedure;

(c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;

(d) if the parties reach agreement on the resolution of the dispute within 60 days of the Mediator being appointed, or such longer period as may be agreed between the parties, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by both the Authority and the Contractor;

(e) failing agreement within 60 days of the Mediator being appointed, or such longer period as

may be agreed between the parties, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both parties.

(5) If the parties do not agree to refer the dispute to mediation, or if the parties fail to reach agreement as to who shall mediate the dispute pursuant to Condition 22(4)(a) or if they fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.

23. Corrupt Gifts and Payments of Commission

(1) The Contractor shall not:

a) offer or give, or agree to give, to any person employed by or on behalf of the Authority any gift or consideration of any kind as an inducement or reward for doing, or having done, or not doing, any act in relation to the obtaining or execution of this Contract or any other contract with the Authority, or for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Authority;

b) enter into the Contract or any other contract with the Authority or any other department or office of Her Majesty's Government in connection with which commission has been paid, or agreed to be paid by him or on his behalf, or to his knowledge, unless, before the Contract is made, particulars of any such commission and the terms and conditions of any agreement for the payment thereof, have been disclosed in writing to any person duly authorised by the Authority to act as its representative for the purpose of this Condition.

Nothing contained in this Condition shall prevent the Contractor paying such commission or bonuses to his own staff in accordance with their agreed contracts of employment.

(2) Any breach of this Condition by the Contractor, or by anyone employed by him or acting on his behalf (whether with or without his knowledge), or the commission of any offence by the Contractor or by anyone employed by him or acting on his behalf under the Bribery Act 2010, in relation to this Contract or any other contract with the Authority, shall entitle the Authority to terminate the Contract with immediate effect and recover from the Contractor the amount of any loss resulting from such termination and the amount of the value of any such gift, consideration or commission as the Authority shall think fit.

(3) Where the Contract has been terminated under paragraph (2) of this Condition there shall be deemed to be a failure to commence the provision of the Services, enabling the Authority to terminate the Contract with immediate effect and the Authority will not be obliged to pay the Charges.

(4) In any dispute, difference or question arising in respect of:

a) the interpretation of this Condition (except so far as the same may relate to the amount recoverable from the Contractor under paragraph (2) of this Condition in respect of any loss resulting from such determination of the Contract); or

b) the right of the Authority to determine the Contract; or

c) the amount or value of any gift, consideration or commission,

the decision of the Authority shall be final and conclusive.

24. Official Secrets

The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911 to 1989. The Contractor shall take all reasonable steps by display of notices or by other appropriate means to ensure that all persons employed in connection with the Contract have notice that these statutory provisions apply to them and will continue so to apply after the expiry or earlier termination of the Contract.

25. Special Provisions

In the case of any conflict or inconsistency between these Standard Terms and any specific terms of the Contract, the latter shall prevail.

26. Conflict of Interest

(1) The Contractor shall ensure that there is no conflict of interest as to be likely to prejudice his independence and objectivity in performing the Contract and undertakes that upon becoming aware of any such conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) he shall immediately notify the Authority in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as the Authority may reasonably require.

(2) Where the Authority is of the opinion that the conflict of interest notified to it under paragraph (1) above is capable of being avoided or removed, the Authority may require the Contractor to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and:

- a) if the Contractor fails to comply with the Authority's requirements in this respect; or
- b) if, in the opinion of the Authority, it is not possible to remove the conflict,

the Authority may terminate the Contract immediately and recover from the Contractor the amount of any loss resulting from such termination.

(3) Notwithstanding Condition 26(2), where the Authority is of the opinion that the conflict of interest which existed at the time of the award of the Contract could have been discovered with the application by the Contractor of due diligence and ought to have been disclosed as required by the tender documents pertaining to it, the Authority may terminate the Contract immediately for breach of a fundamental condition and, without prejudice to any other rights, recover from the Contractor the amount of any loss resulting from such termination.

27. Intellectual Property Rights

(1) Subject to Condition 27(4), all Background Intellectual Property used or supplied under this Contract in connection with the Services shall remain the property of the Party introducing the same and nothing contained in this Contract or any licence agreement pertaining or pursuant to the Contractor's performance of the Services shall affect the rights of either Party in its Background Intellectual Property.

(2) Subject to Conditions 27(3) and 28(5), any Arising Intellectual Property shall belong to the Contractor.

(3) The Contractor hereby grants to the Authority a worldwide, irrevocable, royalty-free, non-exclusive licence at no cost to the Authority, together with the right to grant sub-licences, to use or publish any Arising Intellectual Property, Data, results, outcomes or conclusions which are created in performing the Services, for such purposes as the Authority in its absolute discretion deem fit.

(4) The Contractor hereby grants to the Authority a worldwide, irrevocable, royalty-free, non-exclusive licence at no cost to the Authority, to use any Background Intellectual Property used in the performance of the Services, that is essential to the functioning and use of the Arising Intellectual Property.

- (5) The Contractor shall procure for the Authority any worldwide, irrevocable, royalty-free licence, at no cost to the Authority, from any third party, to use any Intellectual Property Rights that are essential to the functioning and use of the Arising Intellectual Property.
- (6) Under clauses 27(3), 27(4) and 27(5) the Authority shall only grant sub-licences to third parties if, after five years from the end of this Contract, the Arising Intellectual Property has not been commercially exploited by the Contractor.

28. Exploitation of Intellectual Property

- (1) The Contractor shall inform the Authority of any Arising Intellectual Property, Data, results, outcomes or conclusions which are created in performing the Services and which are capable of exploitation whether patentable or not.
- (2) The Contractor shall, as appropriate, devise, publish, implement and maintain procedures for the management of Arising Intellectual Property and in particular, but without limitation, shall use its best endeavours to ensure that:
 - a) the Data which constitutes Arising Intellectual Property is identified, recorded and carefully distinguished from the outputs of other research;
 - b) prior to any publication of materials created in the course of performing the Services, patentable inventions comprised within the Arising Intellectual Property are identified, duly considered for patentability and, where it is reasonable so to do, patent applications in respect thereof are filed at the British or European Patent Office; and
 - c) all such patent applications are diligently executed having regard to all relevant circumstances.
- (3) The Contractor shall permit the Authority to monitor the operation and effectiveness of the Contractor's procedures for the management of Intellectual Property Rights in such a way as the Authority considers reasonably necessary.
- (4) Consistent with the good management of Intellectual Property Rights and the continued agreement of the Authority, the Contractor shall use its best endeavours to:
 - a. promote the dissemination of the Arising Intellectual Property; and
 - b. once the Contractor has performed the Services to the satisfaction of the Authority, Commercially Exploit any Arising Intellectual Property to generate either capital or revenue or both.
- (5) If, within three years of its creation, any Arising Intellectual Property has not been commercially exploited by the Contractor the Contractor shall if requested by the Authority assign the Arising Intellectual Property to the Authority.
- (6) The Contractor shall not transfer ownership of the Arising Intellectual Property without the consent of the Authority.
- (7) The Authority may, at its absolute discretion, require the Contractor to licence the Arising Intellectual Property to third parties nominated by the Authority. Should the Authority choose to exercise its discretion under this clause, it will notify the Contractor in accordance with clause 3.

29. Rights of Third Parties It is not intended that the Contract, either expressly or by implication, shall confer any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

30. Government Property

- (1) All Government Property shall remain the property of the Authority and shall be used in the execution of the Contract and for no other purpose whatsoever except with the prior agreement in writing of the Authority.
- (2) All Government Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless he notifies the Authority to the contrary within 14 days or such other time as is specified in the Contract.
- (3) The Contractor undertakes to return any and all Government Property on completion of the Contract or on any earlier request by the Authority.
- (4) The Contractor shall, except as otherwise provided for in the Contract, repair or replace or, at the option of the Authority, pay compensation for all loss, destruction or damage occurring to any Government Property caused or sustained by the Contractor, or by his servants, agents or sub-contractors, whether or not arising from his or their performance of the Contract and wherever occurring, provided that if the loss, destruction or damage occurs at the Authority's Premises or any other Government premises, this Condition shall not apply to the extent that the Contractor is able to show that any such loss, destruction or damage was not caused or contributed to by his negligence or default or the neglect or default of his servants, agents, or sub-contractors.
- (5) Where the Government Property comprises data issued in electronic form to the Contractor (including personal data as defined in Condition 31(1) below) the Contractor shall not store, copy, disclose or use such electronic data except as necessary for the performance by the Contractor of its obligations under the Contract (including its obligation to back up electronic data as provided in Condition 30(6) below) or as otherwise expressly authorised in writing by the Authority.
- (6) The Contractor shall perform secure back ups of all such electronic data in its possession and shall ensure that an up to date back up copy is securely stored at a site other than that where any original copies of such electronic data are being stored.
- (7) The Contractor shall, and shall procure that its sub-contractors, agents and personnel, shall observe best practice when handling or in possession of any such electronic data. By way of example if the Contractor removes any such data or information from a Government establishment, or is sent such data or information by the Authority it shall ensure that the data and any equipment on which it is stored or is otherwise being processed is kept secure at all times. The Contractor shall impress on any of its sub-contractors, agents and personnel who are required to handle or have possession of such electronic data that they must safeguard it all times, and shall not place it in jeopardy for example by leaving it unattended in a vehicle or on public transport or by transmitting or posting it by insecure means.
- (8) If at any time the Contractor suspects or has reason to believe that such electronic data has or may become corrupted, lost, destroyed, altered (other than to the extent that the Contractor alters it by lawful processing in accordance with its obligations under this contract) or so degraded as a result of the Contractor's default so as to be unusable then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.
- (9) The Contractor shall indemnify the Authority against all claims and proceedings, and all costs and expenses incurred in connection therewith arising from the corruption, loss, destruction, alteration (other than by lawful processing permitted by this Contract) or degradation of electronic data which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor or sub-contractors, agents and personnel and hold it harmless against all costs, losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of

its obligations as set out in this Contract which results in such corruption, loss or degradation.

31. Data Protection

(1) The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Data Controller and the Contractor is the Data Processor. The only processing that the Contractor is authorised to do is listed in Annex 1 by the Authority and may not be determined by the Contractor.

(2) The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

(3) The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

(4) The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with Annex 1, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Authority as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;

The review and approval of the Protective Measures by the Authority shall not relieve the Contractor of its obligations under Data Protection Legislation, and the Contractor acknowledges that it is solely responsible for determining whether such Protective Measures are sufficient for it to have met its obligations under the Data Protection Legislation.

(c) ensure that:

(i) the Contractor Personnel do not process Personal Data except in accordance with this Contract and in particular Annex 1;

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Contractor's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-Processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data.

(d) do not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and provided the following conditions are fulfilled:-

(i) the Authority or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Authority;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and

(iv) the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data.

(5) Subject to clause (6), the Contractor shall notify the Authority immediately if it:

(a) receives a Data Subject Request (or purported Data Subject Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- (6) The Contractor's obligation to notify under clause (5) shall include the provision of further information to the Authority in phases, as details become available.
- (7) Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause (5) (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- (a) the Authority with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Authority following any Data Loss Event;
 - (e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- (8) The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Authority determines that the processing is not occasional;
 - (b) the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- (9) The Contractor shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.
- (10) The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.

- (11) Before allowing any Sub-Processor to process any Personal Data related to this Contract, the Contractor must:
- (a) notify the Authority in writing of the intended Sub-Processor;
 - (b) obtain the written consent of the Authority;
 - (c) enter into a written Contract with the Sub-Processor which give effect to the terms set out in this Condition 30 such that they apply to the Sub-Processor; and
 - (d) provide the Authority with such information regarding the Sub-Processor as the Authority may reasonably require.
- (12) The Contractor shall remain fully liable for all acts or omissions of any Sub-Processor.
- (13) The Parties agree to take account of any guidance issued by the Information Commissioner's Office in respect of the Data Protection Legislation that is applicable to this Contract and shall make such variations to this Contract as the Authority may reasonably require to give effect to such guidance in accordance with Condition 10.
- (14) If the Contractor fails to comply with any provision of this Condition 30, the Authority may terminate the Contract immediately in which event the provisions of Condition 20 shall apply.
- (15) The Contractor shall indemnify the Authority against all claims and proceedings, and all costs and expenses incurred in connection therewith, made or brought against the Authority by any person in respect of the Data Protection Legislation or equivalent applicable legislation in any other country which claims would not have arisen but for some act, omission, misrepresentation or negligence on the part of the Contractor, its sub-contractors and Sub-Processors and hold it harmless against all costs, fines losses and liability whatsoever incurred by it arising out of any action or inaction on its part in relation to any of its obligations as set out in this Contract which results in the Authority being in breach of its obligations under the Data Protection Legislation or equivalent applicable legislation in any other country.
- (16) Upon expiry of this Contract or termination of this Contract for whatever reason, the Contractor shall, unless specified in Annex 1, notified otherwise by the Authority or required by law, immediately cease any processing of the Personal Data on the Authority's behalf and as required by the Authority:
- (a) provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority); and
 - (b) erase from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion.

(17) Where processing of the Personal Data continues after the expiry or termination of this Contract as specified in Annex 1, notified otherwise by the Authority or required by law, the Contractor shall comply with the provisions of this Condition 30 for as long as the Contractor continues to process the Personal Data and such provisions shall survive the expiry or termination of this Contract.

(18) Where the Contractor is required to collect any Personal Data on behalf of the Authority, it shall ensure that it provides the data subjects from whom the Personal Data are collected with a privacy notice in a form to be agreed with the Authority.

32. Non-discrimination

(1) The Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 and any other anti-discrimination legislation in relation to the provision of the Services or otherwise and shall take all reasonable steps to ensure that its staff, sub-contractors and agents do not do so

(2) The Contractor shall comply with the Authority's equality scheme as published on the Authority's website, and shall take all reasonable steps to ensure that its staff, sub-contractors and agents do so.

(3) The Authority may (without prejudice to its other rights under the Contract) terminate the Contract with immediate effect by notice in writing where the Contractor fails (or the Contractor's staff, sub-contractors or agents fail) to comply with paragraphs (1) or (2) of this Condition.

33. Sustainable Procurement

(1) The Contractor shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, the Contractor shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by the Authority.

(2) The Contractor shall meet all reasonable requests by the Authority for information evidencing compliance with the provisions of this clause by the Contractor.

(3) All written outputs, including reports, produced in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post consumer waste and used on both sides where appropriate.

34. Other Legislation

The Contractor shall, and shall procure that its sub-contractors, agents and personnel, comply with all other applicable law.

35. Contractor Status

Nothing in the Contract shall create or be construed as creating a partnership, joint venture, a contract of employment or relationship of employer and employee, or a relationship of principal and agent between the Authority and the Contractor.

36. Transfer of Services

(1) Where the Authority intends to continue with services equivalent to any or all of the Services after termination or expiry of the Contract, either by performing them itself or by the appointment of a replacement contractor, the Contractor shall use all reasonable endeavours to ensure that the transition is undertaken with the minimum of disruption to the Authority.

(2) The Contractor shall co-operate fully during the transition period and provide full access to all data, documents, manuals, working instructions, reports and any information, whether held in electronic or written form, which the Authority considers necessary.

37. Law and Jurisdiction

The Contract shall be governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

38. Transparency

(1) In order to comply with the Government's policy on transparency in the areas of procurement and contracts, the Authority will, subject to Conditions 38(2) and (3), publish the Contract and the tender documents issued by the Authority which led to its creation on a designated web site.

(2) The entire Contract and all the tender documents issued by the Authority will be published on that web site save where the Authority, in its absolute discretion, considers that the relevant documents, or their contents, would be exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000.

(3) Where the Authority considers that any such exemption applies, the Authority will redact the relevant documents to the extent that the Authority considers the redaction is necessary to remove or obscure the relevant material, and those documents will be published on the designated web site subject to those redactions.

(4) Where the Parties later agree changes to the contract, the Authority will publish those changes, and will consider any redaction, on the same basis.

(5) In Condition 38(1) the expression "tender documents" means the advertisement issued by the Authority seeking expressions of interest and the invitation to tender and the contract includes the Contractor's proposal.

39. Monitoring and Management Information

(1) Where requested by the Authority, the Contractor shall supply to the Authority such information and advice relating to the management of the Contract as the Authority require.

(2) The information and advice referred to in Condition 39(1) may include, but is not limited to, the following: Line Item Amount, Invoice Line Description, Invoice Line Number, Currency Code, Order Date, VAT Inclusion Flag, VAT Rate, List Price, Number of Items, Unit of Purchase Quantity, Price per Unit, Supplier Service Code, Service description and/or name, UNSPSC Code, Taxonomy Code and/or Name, Geographical, Project Code, Project description, Project Start Date, Project Delivery Date (Estimate and Actual), Total project cost and Project Stage.

(3) The information referred to in Condition 39(1) shall be supplied in such form and within such timescales as the Authority may reasonably require.

(7) The Authority may make changes to the type of information which the Contractor is required to supply and shall give the Contractor at least one calendar month's written notice of any such changes.

Annex: Processing, Personal Data and Data Subjects

(1) The contact details of the Authority's Data Protection Officer are:

BEIS Data Protection Officer
Department for Business, Energy and Industrial Strategy
1 Victoria Street
London
SW1H 0ET

Email: dataprotection@beis.gov.uk

(2) The contact details of the Contractor's Data Protection Officer are: [To be completed]

(3) The Contractor shall comply with any further written instructions with respect to processing by the Authority.

(4) Any such further instructions shall be incorporated into this Annex.

Description	Details
Subject matter of the processing	The processing of names and business contact details of staff of both the Authority and the Contractor will be necessary to deliver the Services exchanged during the course of the Contract, and to undertake Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.
Duration of the processing	Processing will take place from [insert date of start of Contract] for the duration of the Contract. The Contract will end on [insert date of end of contract] but may be extended until [date of end of final extension period] .
Nature and purposes of the processing	The nature of processing will include the storage and use of names and business contact details of staff of both the Authority and the Contractor as necessary to deliver the Services and to undertake Contract and performance management. The Contract itself will include the names and business contact details of

Boosting access for small and medium sized enterprises (SMEs) to energy efficiency (BASEE): competition rules and guidance

Description	Details
	staff of both the Authority and the Contractor involved in managing the Contract.
Type of Personal Data	Names, business telephone numbers and email addresses, office location and position of staff of both the Authority and the Contractor as necessary to deliver the Services and to undertake Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Authority and the Contractor involved in managing the Contract.
Categories of Data Subject	Staff of the Authority and the Contractor, including where those employees are named within the Contract itself or involved within contract management.
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under European Union or European member state law to preserve that type of data</p>	<p>The Contractor will provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority) and erase from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Invitation to Tender.</p>

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