



CONTRACT FOR THE PROVISION OF DIRECT AIR CAPTURE AND GREENHOUSE GAS REMOVAL INNOVATION PROGRAMME PHASE 2 TO THE DEPARTMENT FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY

DUNS Number: [493431180]

This Contract is dated **23rd May 2022** and is made between:-

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

and

- 2. *CO2CirculAir B.V.*** (the “Contractor”) whose registered office is at ***Tubantenveld 39, Arnhem 6846CR, Netherlands.***

INTRODUCTION

- (A) On 7th December 2021 the Authority issued an invitation to tender for the provision of **Direct Air Capture and Greenhouse Gas Removal Innovation Programme Phase Two** including in this the specification, a copy of which is set out in Schedule 1 (the “Authority's Specification”).
- (B) In response the Contractor submitted a proposal dated 27th January 2022 and entitled **SMART-DAC** explaining how it would provide the services a copy of which is set out in Schedule 2 (the “Proposal”).

The parties agree as follows:-

1. SUPPLY OF SERVICES AND PRICE

In consideration of payment by the Authority to the Contractor of the sum of **£2,941,301.44** exclusive of Value Added Tax (the “Contract Price”) and in accordance with (a) **Schedule 1** - the Authority's Specification (Guidance Document); (b) **Schedule 2** - the Proposal; (c) **Schedule 3** – The Project Plan and Finance table and: (d) **Schedule 4** - the Authority's Standard Terms and Conditions of Contract for Supplies/Services, including amendments for Phase 2 (the “Standard Terms” as amended, a copy of which were issued by the Authority with the Invitation to Tender and are attached at Schedule 4); the Contractor shall provide the Services described in the Specification and the Proposal to the Authority.

2. COMMENCEMENT AND CONTINUATION



This contract shall commence on **23rd May 2022** and subject to any provisions for earlier termination contained in the Standard Terms end on **31st March 2025**.

3. TERMS AND CONDITIONS

- 3.1 The Standard Terms as amended for Phase 2 shall form part of this Contract.
- 3.2 The Contractor's Standard Terms and Conditions of business shall not apply to this Contract.
- 3.3 This Contract is formed of these clauses and the Schedules hereto. Any other attachments are provided for information purposes only and are not intended to be legally binding. In the event of any conflict or inconsistency, the documents prevail in the following order:
 - a) these clauses
 - b) the Standard Terms
 - c) the Specification
 - d) the Proposal
 - e) The project plan and finance table

4. CONTRACTOR'S OBLIGATIONS

- 4.1 Where the Contractor is supplying goods to the Authority these shall be delivered to the Authority in full compliance with the Specification and shall be of satisfactory quality and fit for purpose. Where the Contractor is performing services for the Authority it shall do so in accordance with the Specification and exercise reasonable skill and care.

5. MANAGEMENT AND COMMUNICATIONS

- 5.1 The Contractor shall perform the Services under the direction of the Authority.
- 5.2 Any direction by the Authority may be given by **[Redacted]** (the "Contract Manager") who is an officer in the Authority's Science and Innovation for Climate and Energy, 1 Victoria Street London SW1H 0ET, Email: ggr@beis.gov.uk or such other person as is notified by the Authority to the Contractor in writing.
- 5.3 The Contractor appoints **[Redacted]** to be the Contractor's first point of contact for this Contract. All queries to the Contractor from the Authority's Contract Manager shall initially be addressed to the Contractor's first point of contact.



- 5.4 The Contractor's first point of contact and the Contract Manager shall meet as often as either the Contractor or the Authority may require to review the Contractor's performance of the Contract.

6. INVOICES AND PAYMENT

- 6.1 Subject to the Contractor providing the Services to the Authority in accordance with this Contract and submitting invoice/s to the Contract Manager in the manner reasonably required by the Contract Manager payment will be made by the Authority to the Contractor in accordance with (as referred to in Condition 11 of the Standard Terms & Conditions).

7. TRANSPARENCY

- 7.1 The Authority is required to publish information about this contract through the Governments Transparency website, Contracts Finder.

The Authority's decision not to publish full details of the contract does not however preclude it publishing such information in the future (subject to applicable redactions) and the Authority may be required to disclose such information under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 (EIR) or other legal requirement. In such cases, the Authority would need to consider disclosure in the context of the particular circumstances of the request or requirement concerned.

Signed by the parties' duly authorised representatives:-

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

Signature: **[Redacted]**

Name: **[Redacted]**

Job Title: **[Redacted]**

Date: 24/05/2022

For the Contractor

Signature: **[Redacted]**

Name: **[Redacted]**

Job Title: **[Redacted]**

Date: 17-5-2022



The following Schedules form part of this Contract:

Schedule 1	The Authority's Specification (Guidance Document)
Schedule 2	The Contractor's Proposal (Application)
Schedule 3	Project Plan and Finance table
Schedule 4	the Authority's Standard Terms & Conditions of Contract for Services



This Document has been Signed with a **secure electronic signature** via E-Sign.

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Document Details

Title Phase 2 BEIS Contract CO2CirculAir signed

Digital Fingerprint ee79f6e4-bfd5-40cd-9072-b4eae3a9618c

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