

**CONTRACT FOR THE PROVISION OF EVIDENCE GATHERING – LOW
CARBON HEATING TECHNOLOGIES:**

LOT 1 – DOMESTIC HIGH TEMPERATURE HEAT PUMPS;

LOT 2 – DOMESTIC HYBRID HEAT PUMPS;

LOT 3 – GAS DRIVEN HEAT PUMPS;

TO THE DEPARTMENT OF ENERGY AND CLIMATE CHANGE

TRN: 1043/07/2015

This Contract is dated 7th September 2015 and is made between:-

1. **The Secretary of State for Energy and Climate Change** (the “Authority”) of 3 Whitehall place, London SW1A 2AW, acting as part of the Crown;

and

2. **The Carbon Trust** (the “Contractor”) whose registered office is at 4th Floor, Dorset House, 27-45 Stamford Street, London SE1 9NT.

INTRODUCTION

- (A) On 8 July 2015 the Authority issued an invitation to tender for the provision of Evidence Gathering – Low Carbon Heating Technologies this including the specification a copy of which is set out in Schedule 1 (the “Specification”).
- (B) In response the Contractor submitted a proposal dated 7th August 2015 and entitled Evidence Gathering – Low Carbon Heating Technologies 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 £80,240 (exclusive of Value Added Tax) (the “Contract Price”) and in accordance with (a) the Specification; (b) the Proposal; and (c) the Authority’s Standard Terms and Conditions of Contract for Services (the “Standard Terms”) (a copy of which were issued by the Authority with the Invitation to Tender and are attached at Schedule 3); the Contractor shall provide the Services described in the Specification and the Proposal to the Authority.

2. COMMENCEMENT AND CONTINUATION

This contract shall commence on 7th September 2015 and subject to any provisions for earlier termination contained in the Standard Terms shall end on 4th December 2015.

3. TERMS AND CONDITIONS

3.1 The Standard Terms shall form part of this Contract.

3.2 The Standard Terms shall be amended as follows:-

18. Indemnities and Insurance

(7) Except in relation to death or personal injury as referred to in Condition 18 (1), and subject to Conditions 18(5) and 30(6) the amount of liability under this clause 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.

These amendments are for the purposes of this Contract only and do not set a precedent for future contracts between the Contractor and the Authority.

3.3 The Contractor's Standard Terms and Conditions of business shall not apply to this Contract.

3.4 This Contract is formed of these clauses and the Schedules hereto. Any other attachments are provided for information purposes only and are not intended to be legally binding. 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; and
- d) finally, the Proposal.

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 Oliver Sutton (the "Contract Manager") who is an officer in the Authority's Science and Innovation Directorate, 6th Floor, 3 Whitehall Place, London SW1A 2AW or such other person as is notified by the Authority to the Contractor in writing.
- 5.3 The Contractor appoints Paul McKinney 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 will publish the Contract and the Schedules hereto on a designated government internet site, using the redacted version of the contract attached. (That version is for illustrative purposes only, and does not form part of the Contract). The Authority has made the decision on the specific redactions to be made in light of the exemptions under the Freedom of Information Act 2000 (FOIA) as referred to in Condition 40 of the Standard Terms & Conditions. However, subject to those redactions, the rest of the Contract and Schedules will be published in full, in accordance with the government's policy on the publication of contracts, which forms part of the government's transparency agenda, and the Contract is therefore entered into on the basis of such publication taking place.

The Authority emphasises that its decision to redact information on this occasion does not preclude it publishing such information in the future in the context of other contracts. Neither does it preclude the disclosure of such information in the circumstances of a request for disclosure under FOIA or the Environmental Information Regulations 2004 (EIR) or where such disclosure is required by virtue of any other legal requirement. In such cases,

the Authority would need to consider disclosure in the context of the particular circumstances of the request or requirement concerned.

Signed by the parties' duly authorised representatives:-

For the Secretary of State for Energy and Climate Change


Signature: 

Print Name: OLIVER SUTTON

Job Title: SENIOR SCIENTIFIC OFFICER

Date: 07/09/15

For the Contractor

Signature: 

Print Name: P.W. HUGGINS

Job Title: ASSOCIATE DIRECTOR

Date: 7th September 2015

The following Schedules form part of this Contract:

Schedule 1	The Authority's Specification
Schedule 2	The Contractor's Proposal
Schedule 3	The Authority's Standard Terms & Conditions of Contract for Services