



**CONTRACT FOR THE PROVISION OF PS21110 - Market Research
Services subscription - to THE DEPARTMENT FOR BUSINESS, ENERGY,
AND INDUSTRIAL STRATEGY**

Purchase Order Number: [TBC]

This Contract is dated *Thursday 2nd September 2021* and is made between: -

1. **The Business, Energy and Industrial Strategy (BEIS) ("the Authority")** of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown.

and
2. *Delta Energy and Environment Limited* (the "Contractor") whose registered office is at *Floor F Argyle House, 3 Lady Lawson Street, Edinburgh, EH3 9DR*.

INTRODUCTION

- (A) On *Friday, 30th July 2021* the Authority issued an invitation to tender for the provision of *PS21110- Market Research Services subscription* 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 *Tuesday 17th August 2021* and entitled *PS21110- Market Research Services subscription* 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 **£89,302.00** 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 *Monday 30th August 2021* and subject to any provisions for earlier termination contained in the Standard Terms shall end on *Thursday 31st March 2022*.



3. TERMS AND CONDITIONS

- 3.1 The Standard Terms 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) and 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 [REDACTED] (the "Contract Manager") who is an officer in the Authority's Net Zero and Carbon Budgets 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 within the Official Journal of the European Union and 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
(BEIS)

[Redacted signature line]

Print Name [Redacted]

Job Title: [Redacted]

Date: [Redacted]

For the Contractor

Signature: [Redacted]

Print Name: [Redacted]

Job Title [Redacted]

Date: [Redacted]

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 Supplies/Services
Schedule 4	Data Processing



Schedule 1 - The Authority's Specification

Background

The strategic context for this requirement is the UK Net Zero goal, specifically around the Net Zero Innovation Portfolio (NZIP) and associated policies around achieving this target. This market research service will increase understanding of the domestic heat and energy market. We require more information on the key industrial leaders in this field, the innovations and their permeation in the market, and how consumers and homeowners make decisions about their heat and energy use.

This service is required due to the rapidly evolving domestic electricity and heat market. The way businesses provide this energy and consumers use it is changing continuously and conventional one-off research projects would eventually be obsolete, as well as not being designed to reactively respond to changes in these markets and rapidly provide outputs.

Similar subscription services have been used by BEIS in the past for improving our knowledge of the sector, and informing policies and policy documents. This service may also help in shaping research programmes, and presentations/advice to Senior Civil Servants and ministers. Some of the policy areas that will benefit from this service include Energy Efficiency, Clean Heat, Zero Emission Vehicles, Science & Innovation, and Heat & Business Energy.

Aims and Objectives of the Project

The aims are to provide market research analysis in the fields of:

- Heating/electricity provision in domestic and non-domestic settings
- Technological trend analysis (e.g. electrification, hydrogen-compatible equipment)
- Business models in these markets that deliver these products/services
- Energy efficiency (domestic, non domestic, industrial)
- Electric Vehicles

The above fields will include both domestic and non-domestic applications with industrial applications included as well.

This service should provide information on the business/market side of the above fields, rather than purely focusing on technology. It aims to identify how business is using technological developments and new business models to provide heat and electricity.

Deliverables and project plan deadlines

We will not prescribe specific deliverables, but expect bidders to provide a range of outputs including reports, articles, datasets, newsletters, briefings, and workshops to BEIS on topics of particular interest.



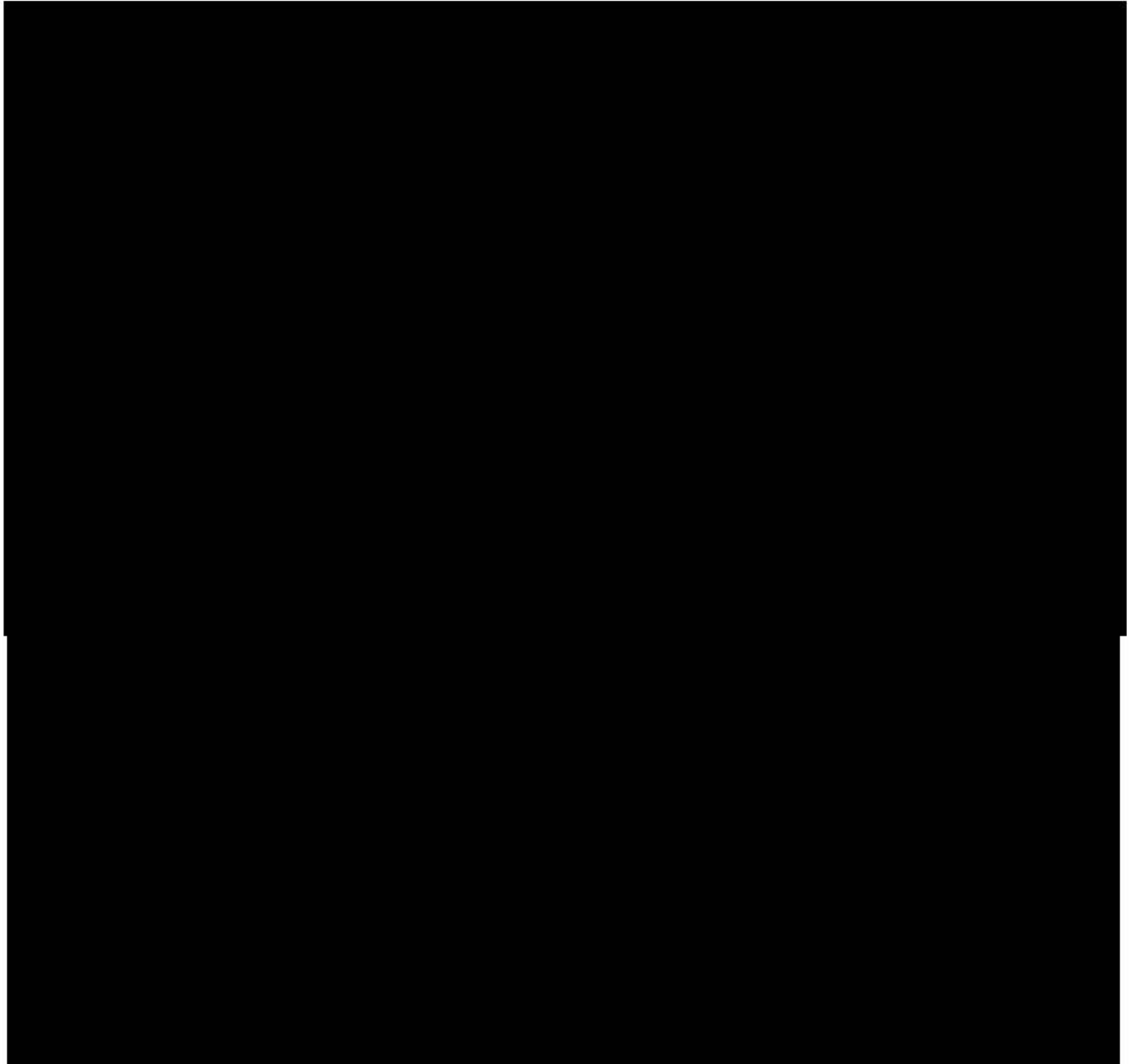
The specific products and reports, as well as their frequency, will depend on the service provider. However, they are expected to include (across all themes):

- Frequent short and long-form articles that cover recent issues more reactively
- Less frequent but regular, in-depth reports with an emphasis on past and future trends.
- Case studies outlining specific businesses, projects or areas that warrant more detailed focus to exemplify issues and trends from the sector as a whole.
- Datasets around deployment of technologies, market share and other data
- Interactive sessions in the form of briefings, webinars and workshops on topics requested by BEIS
- Ad-hoc support via calls, emails and meetings on specific topics service users need.

While we do not expect a subscription service bidder to provide a project plan, the bidders should indicate the timings and frequency of the outputs outlined above.



Schedule 2 - The Contractor's Proposal





Department for
Business, Energy
& Industrial Strategy

Schedule 3 - The Authority's Standard Terms & Conditions of Contract for Supplies/Services





Schedule 4 - Data Processing

Data Protection

The Supplier shall comply at all times with all data protection legislation applicable in the UK.

Data Protection

The Supplier will be compliant with the Data Protection Legislation, as defined in the terms and conditions applying to this opportunity. A guide to the UK General Data Protection Regulation (UK GDPR) published by the Information Commissioner's Office can be found [here](#).

The only processing that the Supplier is authorised to do is listed in Annex A by the Contracting Authority and may not be determined by the Supplier.

Annex A: Processing, Personal Data and Data Subjects

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

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

Email: [REDACTED]

(2) The contact details of the Supplier Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are:

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

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

Description	Details
Subject matter of the processing	The collection of name and email addresses from interested subscribers from within the Contracting Authority. This is necessary for the signup of those subscribers to the service provided and for the dissemination of information.
Duration of the processing	Processing will take place from the start of the contract Monday 30 th August 2021 and for the duration of the contract (until 31 st March 2022).



	The contract may be extended depending on the financial budget by 1 + 1 year until 31 st March 2024.
Nature and purposes of the processing	<p>The nature of the processing may include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data.</p> <p>The nature of processing will include the storage and use of names and business contact details of staff of the Authority and as necessary to deliver the services. 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.</p>
Type of Personal Data	The data will include names, contact information (email address, telephone number) and job information (departments and general groups) of the subscribers to this service from the Contracting Authority.
Categories of Data Subject	Staff from Contracting Authority and other government departments and arms-length bodies that subscribe to these services.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Personal Data will be retained by the Contractor for the duration of the contract, following which 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 and the Contractor retention period. The Contractor will certify to the Authority



	that it has completed such deletion.
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