

**CONTRACT FOR THE PROVISION OF THE RESEARCH PROJECT
'BARRIERS & ENABLERS TO RECOVERING SURPLUS HEAT IN
INDUSTRY' TO THE DEPARTMENT OF ENERGY AND CLIMATE CHANGE**

This Contract is dated 30th January 2015 and is made between:-

1. **The Secretary of State for Energy and Climate Change** (the "Authority") of 3 Whitehall place, London SW1A 2AW;

and

2. **Madano Partnership** (the "Contractor") whose registered offices are at 76 Great Suffolk Street, London, SE1 0BL

INTRODUCTION

- (A) On 1st December 2014 the Authority issued an invitation to tender for a Research into Barriers and Enablers to Recovering Surplus Heat in Industry Project. This included the specification - a copy of which is set out in Schedule 1 (the "Specification").
- (B) In response the Contractor submitted a proposal dated 5 January 2015 and entitled 'Research into barriers and enablers to Recovering Surplus Heat in Industry' explaining how it would provide the services, a copy of which is set out in Schedule 2 (the "Proposal").
- (C) The Specification and the Proposal were supplemented by additional information, dated 22nd January 2015.
- (D) This has been summarised in the "Additional Information" attached to this contract dated 30th January 2015.

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 the prices below (the "Contract Price"):

- a) £82,902 for research as set out in the Specification, Proposal and Additional Information

(the "Contract Price")

and in accordance with (a) the Specification; (b) the Proposal; and (c) DECC Standard Terms and Conditions of Contract for Services (the "Standard Terms") (a copy of which was published on contracts finder

and is attached); and (d) the Additional Information. The Contractor shall provide the Services described in the Specification and the Proposal and the Additional Information to the Authority.

2. COMMENCEMENT AND CONTINUATION

This contract shall commence on 30th January 2015 and subject to any provisions for earlier termination contained in the Standard Terms shall continue for a period of 5 months. DECC will retain an option to extend the contract for a further 6 months beyond the original completion date.

3. TERMS AND CONDITIONS

- 3.1 The Standard Terms shall form part of this Contract. In the event of conflict between these clauses and the Standard Terms, these clauses shall prevail to the extent of the conflict.
- 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.

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 Janine Galloway (the "Contract Manager") who is an officer in the Authority's Heat and Industry Directorate, DECC, 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 Jonathan Oldershaw 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

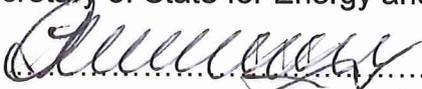
- 6.1 Subject to the Contractor providing the Services to the Authority in accordance with this Contract and submitting invoice/s to the Contract Manager in the manner reasonably required by the Contract Manager payment will be made by the Authority to the Contractor in accordance with the Standard Terms.

7. TRANSPARENCY

- 7.1 The Authority will publish the Contract and the Schedules hereto in their entirety on a designated government internet site. This publication is made in accordance with the government's policy on the publication of contracts, which forms part of the government's transparency agenda. Having considered the contract, and its contents, in light of the exemptions under the Freedom of Information Act 2000 (as referred to in Condition 40 of the Standard Terms), the Authority does not consider that any part of the Contract or the Schedules should be redacted. The Contract has therefore been offered to the Contractor on the basis of such publication taking place.

Signed by the parties' duly authorised representatives:-

For the Secretary of State for Energy and Climate Change

Signature: 

Print Name: J. GALLOWAY

Job Title: SENIOR SOCIAL RESEARCHER

Date: 23 FEBRUARY 2015

For the Contractor

Signature: 

Print Name: GARETH MORRELL

Job Title: HEAD OF RESEARCH

Date: 06/03/15

The following Schedules form part of this Contract:

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| Schedule 1 | The Authority's Specification |
| Schedule 2 | The Contractor's Proposal, dated January 2015 |
| Schedule 3 | DECC Standard Terms & Conditions of Contract for Services |
| Schedule 4 | The Additional Information, dated 9 February 2015. |