



Department for
Energy Security
& Net Zero

**SBRI CONTRACT FOR THE PROVISION OF SERVICES FOR FLEX MARKETS
UNLOCKED INNOVATION PROGRAMME: PHASE 1 – FEASIBILITY TO THE
DEPARTMENT FOR ENERGY SECURITY AND NET ZERO (THE CONTRACT
OFFER LETTER)**

This Contract is dated 11/20/2023 and is made between:-

1. **The Secretary of State for Energy Security and Net Zero** (the “Authority”) of 3-8 Whitehall Place, London, SW1A 2EG, acting as part of the Crown;

and
2. **EPEX SPOT SE** (the “Contractor”) whose registered office is at 5 Blvd Montmartre, Paris, 75002, Company number: FC039896

INTRODUCTION

- (A) On 26th June 2023 the Authority opened the Flex Markets Unlocked Innovation Programme: Phase 1 Feasibility Competition (the “Competition”) to invite applications from suppliers in response to the specification, a copy of which is set out in Schedule 1 (the “Specification”).
- (B) In response the Contractor submitted a proposal dated 3rd August 2023 and entitled “e-gate” 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 the correspondence copies of which are set out in Schedule 5 (the “Correspondence”).

The parties agree as follows:-

1. SUPPLY OF SERVICES AND PRICE

In consideration of payment by the Authority to the Contractor of the sums set out in Schedule 4 (exclusive of Value Added Tax) (the “Contract Price”) and in accordance with (a) the Specification; (b) the Contractor’s Proposal; (c) the Authority’s Standard Terms and Conditions of Contract for Services (the “Standard Terms”) (a copy of which is attached at Schedule 3); and (d) the Correspondence, the Contractor shall provide the Services described in the Specification, the Contractor’s Proposal, and the Correspondence to the Authority.

2. COMMENCEMENT AND CONTINUATION



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This Contract shall commence on 17th November 2023 and subject to any provisions for earlier termination contained in the Standard Terms shall continue for a period of 20 weeks, ending on 4th April 2024.

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: *N/A*

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 following additional terms also apply to this Contract: *N/A*

3.4 The Contractor's terms and conditions of business shall not apply to this Contract.

3.5 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 (as set out in Schedule 3);
- c) the Correspondence (as set out in Schedule 5);
- d) the Specification (as set out in Schedule 1) and Contract Price (as set out in Schedule 4); and
- e) finally, the Contractor's Proposal (as set out in Schedule 2)

(save that where the Contractor's Proposals contain a provision requiring a higher standard of service provision, the Authority may (at its discretion and for no additional remuneration confirm that such higher standard applies).

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.



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- 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 Directorate at 3-8 Whitehall Place, London, SW1A 2EG or such other person as is notified by the Authority to the Contractor in writing. All queries (including any notice or communication required to be provided under this Contract) to the Authority from Contractor shall initially be addressed to the Contract Manager
- 5.3 The Contractor appoints [REDACTED] EPEX SPOT SE, 5 Blvd Montmartre, Paris, 75002 to be the Contractor’s first point of contact for this Contract. All queries (including any notice or communication required to be provided under this Contract) 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 condition 11 of the Standard Terms.

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) and Condition 41 of the Standard Terms.

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 Security and Net Zero

Signature: [REDACTED]
Print Name: [REDACTED]

Job Title: Director -Science & Innovation for Climate & Energy
Date: 11/20/2023

For the Contractor DocuSigned by:

Signature: [REDACTED]
Print Name: [REDACTED]
Job Title: [REDACTED]
Date: 11/20/2023



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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	Contract Price <i>Including Finance Table and Project Plan</i>
Schedule 5	The Correspondence
Schedule 6	Annex 1 - Processing, Personal Data and Data Subjects schedule



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Schedule 1 – Authority’s Specification

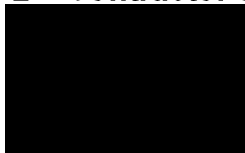


Schedule 1 -
Authority's Specificati



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Schedule 2 – Contractor's Proposal





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Schedule 3 – Standard Terms and Conditions



Schedule 3 -
Standard Terms and C

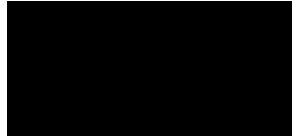


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Schedule 4 – Contract Price

1. Calculation of the Contract Price

The Contract Price shall be calculated on the basis of Fixed Price, where sums are due based on completion of key deliverables. The total contract value is £185,246.37 excluding VAT. A breakdown of the costs submitted as part of the proposal can be found in the attached 'Project Cost Breakdown Form'.



Amounts are exclusive of VAT.

2. Contract Price for Regular Periodic Milestones

Further breakdown by deliverables and payment milestones can be found in the attached 'Project Plan and Finance Table'. The final version will be finalised by both parties through email exchange following the kick-off meeting.



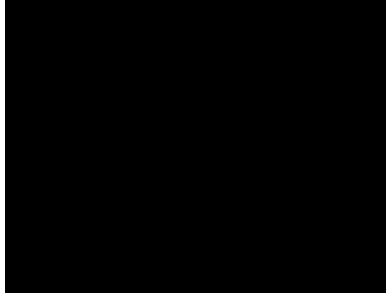
For avoidance of doubt, this document will take precedence over the Project Cost Breakdown Form.

Amounts are exclusive of VAT.



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Schedule 5 – Correspondence





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Schedule 6

Annex 1

Processing, Personal Data and Data Subjects schedule

