

**SBRI CONTRACT FOR THE PROVISION OF AUTOMATIVE ASSEST  
REGISTRATION PROGRAMME: PHASE 2 - SOLUTION DEVELOPMENT  
AND PHASE 3 - PILOT TESTING / DEMONSTRATION TO THE  
DEPARTMENT FOR ENERGY SECURITY AND NET ZERO (THE  
CONTRACT OFFER LETTER)**

This Contract is dated 14 July 2023 and is made between:-

1. **The Secretary of State for Energy Security and Net Zero** (the “Authority”) of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown;  
  
and
2. **GreenSync Pty Ltd** (the “Contractor”) whose registered office is at Suite 3515 Level 35 477 Collins Street, Melbourne, 3000, Australia.

**INTRODUCTION**

- (A) On 13 December 2022 the Authority issued an invitation to tender for the provision of Automatic Asset Registration Programme: Phase 2 - Solution Development and Phase 3 - Pilot Testing / Demonstration - including the specification a copy of which is set out in Schedule 1 (the “Specification”).
- (B) In response the Contractor submitted a proposal dated 1 February 2023 and entitled LCT Connect 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 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; and (c) the Authority’s Standard Terms and Conditions of Contract for Services (the “Standard Terms”) (a copy of which is attached at Schedule 3); the Contractor shall provide the Services described in the Specification and the Contractor’s Proposal.

**2. COMMENCEMENT AND CONTINUATION**

This Contract shall commence on 28 July 2023 and subject to any provisions for earlier termination contained in the Standard Terms shall end on 26 February 2025.

**3. TERMS AND CONDITIONS**

- 3.1 The Standard Terms shall form part of this Contract.
- 3.2 The Contractor's 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 (as set out in Schedule 3);
  - c) the Specification (as set out in Schedule 1) and Contract Price (as set out in Schedule 4); and
  - d) 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.
- 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 1 Victoria Street, London, SW1H 0ET 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**  
**REDACTED**  
**REDACTED** 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. 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: .....  
.....

Job Title: **REDACTED**

Date: 7/18/2023

For the Contractor

Signature: **REDACTED**

Print Name: **REDACTED**

Job Title: **REDACTED**

Date: 7/14/2023

**The following Schedules and Annexes 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<br><i>Including Finance Table and Project Plan</i>             |
| Schedule 5 | Annex 1 - Processing, Personal Data and Data Subjects schedule                |

Suppliers are required to provide data on their direct spend with SMEs in the supply chain relating to the Contract. Extra Conditions have been included in the Standard Terms and Conditions to reflect this. The following annex must be included if the Contract will exceed £1 million in one or more Contract Years:

- |         |                       |
|---------|-----------------------|
| Annex 2 | MI Reporting Template |
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## Schedule 1 – Authority's Specification

**REDACTED**

**Schedule 2 – Contractor’s Proposal**

**REDACTED**



### Schedule 3 – Standard Terms and Conditions

**REDACTED**

## Schedule 4 – Contract Price

The Contract Price is calculated on the basis of Fixed Price, where sums are due based on competition of key activities. Total Contract Value is £1,699,696.10 excluding VAT. A breakdown can be found in the attached 'Project Cost Breakdown' form within Schedule 4 and supporting information in 'Schedule 2 – Contractor's Proposal'.

**REDACTED**

Project Plan and Finances Tables Excel document – The final version will be finalised by both parties through email exchange within one month following the kick-off meeting.

**REDACTED**

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

**Schedule 5**

**Annex 1**

**Processing, Personal Data and Data Subjects schedule**

**REDACTED**

A large black rectangular redaction box covers the majority of the page content below the title. The word "REDACTED" is printed in red, bold, uppercase letters across the top of this black box.