

Contract Letter – Climate Change Risk Assessment 4 Technical Report

This agreement is made on 17<sup>th</sup> April 2024

**PARTIES:**

**The Committee on Climate Change** (the "**Authority**") of 1 Victoria Street,  
London SW1H 0ET and,

**Met Office** for and on behalf of the Secretary of State for Science, Innovation  
and Technology (DSIT) of the United Kingdom of Great Britain and Northern  
Ireland (the '**Contractor**') whose principal place of business is at Fitzroy Road,  
Exeter, Devon, EX1 3PB.

Climate Change Committee  
1 Victoria Street,  
Westminster, London,  
SW1H 0ET  
w theccc.org.uk

**Introduction**

- (A) The Authority issued an invitation to tender for research for BE23235 – Climate Change Risk Assessment 4 Technical Report. This included a specification for the required research services a copy of which is set out in Schedule 1 (the "Specification").
- (B) The Authority has selected the Contractor to provide the Services in accordance with this agreement, the Specification and the Authority's Conditions set out in Schedule 2 as amended.
- (C) The Contractor is willing and able to provide the Services as required by the Authority in accordance with the terms hereinafter appearing.

**AGREED TERMS**

The parties agree as follows:-

**1. Supply of Service and Price**

In consideration of payment by the Authority to the Contractor of the sum of £499,977.46 exclusive of VAT (the "Charges") the Contractor shall provide the Services in accordance with this agreement, the Specification and the Conditions.

**2. Commencement and Continuation**

This agreement shall commence on the Effective Date and, subject to any provisions for earlier termination contained in the Conditions, shall run until 31<sup>st</sup> October 2025.

The Contractor shall commence performance of the Services on Tuesday 26<sup>th</sup> March 2024 ("Service Commencement Date").

**3. Terms and Conditions**

- 3.1 The Conditions and Specification shall form part of this agreement.
- 3.2 Expressions defined in the Conditions and used in this agreement have the meaning set out in the Conditions.
- 3.3 The rules of interpretation set out in the Conditions apply to this agreement.

- 3.4 The Service Commencement Date is the "Effective Date" for the purposes of the Conditions.
- 3.5 This agreement is the "Contract Letter" as defined in the Conditions.
- 3.6 The Authority and the Contractor have specifically agreed to the amendments listed in Schedule 4.
- 3.7 In the case of any conflict or inconsistency between the Conditions, the Specification and this Contract Letter, or any other document which the parties have agreed to form part of the Contract, the Conditions shall prevail, unless otherwise specifically agreed in writing by the Authority.

#### **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.
- 4.2 Where the Contractor is performing services for the Authority it shall do so in accordance with the Specification and the Conditions.

#### **5. Invoice and Payment**

Subject to the Contractor providing the Services to the Authority in accordance with the Contract and submitting invoice/s to the Authority's contract manager (the "Contract Manager") or other such authorised representative in the manner reasonably required by the Contract Manager, payment will be made by the Authority to the Contractor in accordance with clause 11 of the Conditions.

#### **6. Transparency**

The Contract may be published on the Authority's website in accordance with the Government's Transparency Agenda. The Contractor accepts that such disclosure may take place. Subject to clause 8 of the Conditions, the Authority shall be responsible for determining, under reasonable interpretation of the provisions of the FOIA, EIRs and Data Protection Legislation, which, if any, of the content of the Contract, including any commercially sensitive information, is exempt from such disclosure.

The information listed in Schedule 3 comprises information of a commercially sensitive nature relating to the Contractor, its intellectual property rights or its business which the Contractor has indicated to the Authority that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss. For the avoidance of doubt, any such disclosure by the Authority of the contents of Schedule 3 is subject to clause 8 of the Conditions.

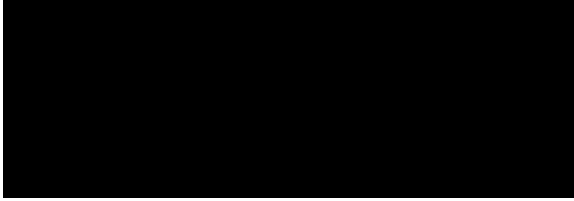
#### **7. Electronic Signature**

Each party agrees to sign this agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of our intention to be bound by this agreement as if signed by each party's manuscript signature.

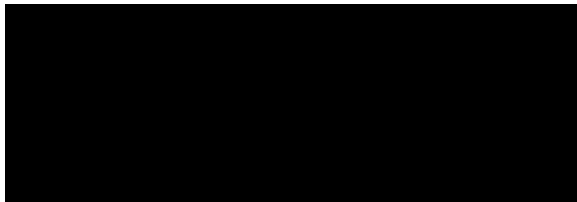
**This agreement has been entered into on the date stated at the beginning of it.**

**Signed by the parties' duly authorised representatives: -**

On behalf of the **Committee on Climate Change**



On behalf of **Met Office**



**The following Schedules form part of the Contract:**

Schedule 1 The Specification

Schedule 2 Conditions

Schedule 3 Commercially Sensitive Information

Schedule 4 Conditions Amendments