



Department for
Energy Security
& Net Zero

**CONTRACT FOR THE PROVISION OF THE ENERGY INNOVATION
NEEDS ASSESSMENTS 2.0 TO THE DEPARTMENT FOR ENERGY
SECURITY & NET ZERO (THE CONTRACT OFFER LETTER)**

(Purchase Order Number to be inserted when obtained)

This Contract is dated 4th October 2023 and is made between:-

1. **The Secretary of State for Energy Security & Net Zero** (the “Authority”) of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown;

and
2. Carbon Trust Advisory Ltd (the “Contractor”) whose registered office is at Level 5, Arbor, 255 Blackfriars Road London SE1 9AX, UK.

INTRODUCTION

- (A) On 24.04.2023 the Authority issued an invitation to tender for the provision of the Energy Innovation Needs Assessments 2.0 - including the specification a copy of which is set out in Schedule 1 (the “Specification”).
- (B) In response the Contractor submitted a proposal dated 19.06.2023 and entitled Energy Innovation Needs Assessments 2.0 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 to the Authority.

2. COMMENCEMENT AND CONTINUATION



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This Contract shall commence on 4th October 2023 and subject to any provisions for earlier termination contained in the Standard Terms shall end on 31.10.2024.

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:

- The following text of Condition 26 **Indemnities and Liabilities**, Clause (7) shall be deleted: “or the limit of the insurance policy required under this Contract”.

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

3.4 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) the Contractor's Proposal (as set out in Schedule 2)
- f) finally, Schedule 6, Annex 1: Processing, Personal Data and Data Subjects schedule

(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.



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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"), [REDACTED] who is an officer in the Authority's Science and Innovation for Climate and Energy Directorate 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] Level 5, Arbor, 255 Blackfriars Road London SE1 9AX, UK) 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 17 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 9 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



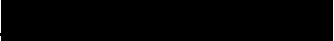
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is therefore entered into on the basis of such publication taking place.

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 & Net Zero

Signature: 

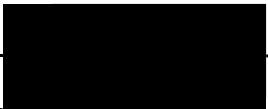
Print Name: 

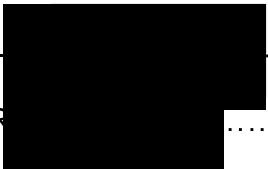
Job Title: Director

10/4/2023

Date:

For the Contractor

Signature: 

Print Name: 

Job Title:  Programme and Innovation

10/4/2023

Date:

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



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Schedule 5
Schedule 6

The Correspondence
Annex 1 - Processing, Personal Data and Data Subjects
schedule

Schedule 1 – Authority’s Specification





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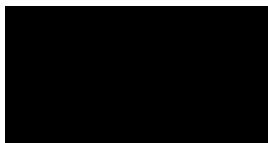
Schedule 2 – Contractor's Proposal





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Schedule 3 – Standard Terms and Conditions





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Schedule 4 – Contract Price

1. Calculation of the Contract Price

The Contract Price shall be calculated on the basis of the rates and prices set out in this Schedule. The Contract Price shall represent the sole remuneration due to the Contractor under this Contract.

2. Contract Price for Fixed Price

<i>Services that must be completed in accordance with this Contract for payment to arise</i>	<i>Amount of Contract Price Due (£)</i>	<i>Requirement on Contractor to Invoice</i>
Delivery of Energy Innovation Needs Assessments 2.0	£479,881.06	Delivery of proposed Schedule 2 proposal as agreed at project inception and according Schedule 1 standards and terms.
<i>TOTAL</i>		

Payments will be divided into milestones to be agreed at project start.

3. General

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

Subject matter of processing: Identification and collection of personal data of relevant subjects as part of the performance of the services to contact them to obtain information and data required by the activities presented in the project proposal.

Duration of Processing: Duration of the Contract

Nature of Processing: Collecting, recording, organising, storing, sharing with the Controller, use and erasure.

Business Purposes: To make contact with relevant subjects to gather information required, e.g. costs, efficiencies, enablers and barriers, etc., to inform the project activities presented in the project proposal.

Personal Data Categories: Name, address, email address, phone number, job title

Data Subject Types: Professionals working in sectors relevant to net-zero such as technology innovators, manufacturers, government, consultancy, trade associations, academia, etc.

Authorised Persons:

[Redacted]

Approved Subcontractors:

- University College London Consultancy
- Pengwern Associates
- Mott MacDonald