

## PAS DEVELOPMENT AGREEMENT

**THIS AGREEMENT** is made on 01 July 2021

### PARTIES

- (1) **BSI STANDARDS LIMITED** a company incorporated in England and Wales (Co. No. 07864997) and having its registered office at 389 Chiswick High Road, London, W4 4AL, United Kingdom ("**BSI**"); and
- (2) **Department for Transport.** Great Minster House, 33 Horseferry Rd, London, SW1P 4DR ("**Sponsor**").

### RECITALS

- A. The Sponsor wishes to sponsor the development of a PAS (defined below) in relation to the matters set out in Schedule 1.
- B. This document, together with its Schedules and the provisions of PAS 0 (defined below) in force from time to time, will form the entire agreement between BSI and the Sponsor with regard to the PAS.

### OPERATIVE PROVISIONS

#### 1.1 Definitions

The definitions set out below shall apply to this Agreement and any documents referred to in it unless expressly provided to the contrary:

"Commencement Date"	To commence at Project Initiation Meeting. PIM.
"Data Protection Legislation"	the Data Protection Act 2018 and all applicable laws and regulations relating to the processing of personal data and privacy which may relate to the Supplier or BSI including, where applicable, any guidance notes and codes of practice issued by applicable national regulators such as the UK Information Commissioner's Office;
"Document"	includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;
"Fee"	the fee in respect of the Services set out at Schedule 1;

<b>"Intellectual Property Rights"</b>	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to
	sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
<b>"New Work"</b>	any Document connected to a PAS or the development of a PAS including but not limited to drafts, working documents, reports or similar;
<b>"PAS"</b>	Publicly Available Specification;
<b>"PAS 0"</b>	BSI's governance document on the PAS creation process as updated from time to time;
<b>"Protocol"</b>	the Steering Group Protocol at Schedule 2 hereto ;
<b>"Services"</b>	the services set out in the Schedule 1;
<b>"Sponsor Materials"</b>	such materials, if any, that the Sponsor may provide for use in the development of the PAS.

**1.2 Services.** BSI shall use all reasonable skill and care in providing the Services. BSI shall do what is reasonable to comply with the timetable (if any) set out in Schedule 1. For the avoidance of doubt time is not of the essence in the performance of the Services and the ultimate decision whether to publish the PAS rests with BSI's Director of Standards.

**1.3 The Steering Group and Review Panel.** It is essential that procedures relating to the composition of the steering group and review panel are open and transparent. BSI shall consult with the Sponsor on the composition of the steering group and review panel but the decision of BSI shall be final in this regard. At the time of establishing the steering group, BSI shall require and obtain each member's signature to the Protocol. The Protocol shall be in the form set out at Schedule 2 and shall be signed by the individual from time to time representing an organisation on the steering group. Failure of any member to sign the Protocol will result in that person being immediately removed as a member of the steering group.

**1.4 Fee.** Unless expressly stated otherwise in this Agreement, the Fee and sums due to BSI under this Agreement are exclusive of value added tax, goods and services tax and any similar sales or excise tax (if any) which shall be charged in addition in accordance with the relevant regulations in force at the relevant time and shall be paid by the Sponsor against receipt from BSI of a valid tax invoice. The Fee may not be varied without the prior written consent of both parties. In the event that the Sponsor is more than one party the liability in respect of the Fee is joint and several. Unless otherwise provided herein, the Fee are payable within 30 days of the date of invoice. If the Supplier fails to make payment of any Fee in accordance with this clause then BSI shall be entitled to charge interest on the overdue amount at a rate of 2% above the base rate of the Bank of England from time to time in force from the date on which such amount fell due until payment (whether before or after judgment).

**1.5 Change control.** The Services or the timetable relating to them as set out in Schedule 1 may need to be adapted during the Term of this Agreement. Where changes are required, BSI shall not proceed with the amended Services or timetable without the written agreement of the Sponsor, email being sufficient. If the Sponsor does not agree to any proposed changes to the Services or timetable and it becomes impossible for BSI to continue with the PAS within the 'project scope' and 'indicative timeline' (both as set out in Schedule 1), BSI shall be entitled to terminate this Agreement on one week's notice to the Sponsor and neither BSI nor the Sponsor shall have any further liability to the other save for the Sponsor's obligation to pay BSI a proportion of the Fee as set out below in clause 1.10 with reference to the early termination of this Agreement.

**1.6 Limitation of Liability.** Nothing in this Agreement shall exclude or restrict any party's liability to any other for fraud, death or personal injury resulting from negligence or any other liability that may not by law be excluded or restricted. BSI shall not under any circumstances be liable to the Sponsor whether such liability arises in contract, tort (including negligence) or otherwise for direct economic loss (including loss of profit) or any indirect, special or consequential damages or loss of any kind in each case whatsoever and howsoever caused. In all other cases, whether in contract or tort, the total liability of BSI to the Sponsor shall not exceed the total Fee payable to BSI for the Services.

**1.7 Intellectual Property Rights in the PAS.** All Intellectual Property Rights in and to the New Work shall vest in BSI. In the event that the law deems that any Intellectual Property Rights in the New Work are held by the Sponsor then as further consideration for the provision of the Services the Sponsor hereby exclusively and irrevocably assigns all present and future copyright in and to the New Work in any and all media now known or invented in future to BSI and will do any other thing reasonably requested by BSI to ensure that the assignment is valid. The Sponsor grants to BSI a royalty-free, non-exclusive, non-transferable licence to use the Sponsor Materials to the extent necessary and for the sole purpose of the PAS, including its future marketing, sale and distribution.

**1.8 Revision of the PAS.** In the 18 to 24 months following the publication of the PAS BSI may consider:

1.8.1 continuing to publish the PAS in its then current form; or

1.8.2 initiating a review of the PAS; or

1.8.3 use of the PAS as a source for the creation of a formal British Standard, European Norm or ISO.

The Sponsor acknowledges and agrees that if BSI in its sole judgement and at its sole discretion decides that none of 1.8.1 to 1.8.3 is appropriate for any reason, it may withdraw the PAS from circulation.

**1.9 Term & Termination.** This Agreement commences on the Commencement Date and shall continue until the earlier of the publication of the PAS or until terminated in accordance with its terms ("Term"). The Sponsor (acting unanimously if there is more than one Sponsor) or BSI may terminate this Agreement at any time on giving one month's written notice to the other. The Sponsor (acting unanimously if there is more than one Sponsor) or BSI may terminate this contract with immediate effect if:

1.9.1 the other party is in breach of any material obligation of this Agreement; or

1.9.2 the other party is unable to pay its debts as they fall due or suspends the payment of its debts, or the other party makes a proposal to its creditors to reschedule any of its debts; or the other party takes any action in connection with its winding up or suffers the appointment of an administrator or an administrative receiver.

BSI may also terminate this Agreement with immediate effect if in its reasonable opinion the Sponsor acts in such a manner that may bring the reputation of BSI into disrepute.

- 1.10 Consequence of Termination.** If this Agreement is terminated early for whatever reason, the Sponsor will pay BSI for any work in hand together with any third party costs such as venue hire, printing or technical author costs which BSI is obliged to pay. Any early termination of this Agreement will not affect BSI's ownership of the copyright in the PAS, BSI's rights to revise the PAS, BSI's limitation of liability, or the obligation of the Sponsor to pay the Fee of the relevant portion thereof.
- 1.11 Anti-Bribery.** It is the policy of each of the parties to comply fully with the anti-corruption laws of the United Kingdom (including without limitation, the Bribery Act 2010) as amended from time to time.
- 1.12 Data Protection.** The parties shall ensure that they each observe the requirements of the Data Protection Legislation as amended from time to time in the performance of this Agreement and personal data processed under it.
- 1.13 Confidentiality.** The provisions of this Agreement and any agreements to which this Agreement refers are strictly confidential and shall not be disclosed to any other person without the prior written consent of all the parties save that (a) any PAS development documentation may be publicly disclosed where this is necessary in order to comply with PAS 0; and (b) the parties may disclose the same to their staff under conditions of confidentiality (and then only to the extent required for the proper performance of this Agreement or related agreements) or to the extent required by the general law, any regulatory requirement or regulatory authority.
- 1.14 Assignment.** BSI may assign its rights under this Agreement to any other company within its group of companies. The Sponsor shall not without the prior written consent of BSI assign, transfer, sub-license, mortgage, charge or otherwise deal with any of its rights or obligations under this Agreement.
- 1.15 Severance.** If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.
- 1.16 Variation.** No variation of this Agreement shall be effective unless made in writing, signed by or on behalf of each of the parties and expressed to be such a variation.
- 1.17 Agency.** This Agreement shall not create, nor shall it be construed as creating, any partnership or agency relationship between the parties.
- 1.18 Waiver.** No failure or delay by either party in exercising any remedy or right under or in relation to this Agreement shall operate as a waiver of the same, nor shall any single or partial exercise of any remedy or right preclude any other or further exercise of the same or of any other remedy or right.
- 1.19 Notices.** Any notice, consent, request, demand, approval or other communication to be given under or in connection with this Agreement ("**Notice**") must be in English, in writing and signed by or on behalf of the party giving it. Unless otherwise specified in this Agreement, all Notices shall be delivered by hand or sent by pre-paid first class post to registered office of a party.
- 1.20 Third Party Rights.** It is not intended by the parties that a third party should have the right to enforce a provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 as amended from time to time. For the avoidance of doubt, where the Fee is to be funded by a

party other than a party to this Agreement BSI shall incur no liability whatsoever to that third party in respect of the Services or the subject matter of this Agreement.

**1.21 Law & Jurisdiction.** The governing law of this Agreement will be the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

**1.22 Entire Agreement & Conflict.** This Agreement together with its Schedules and the provisions of PAS 0 constitutes the entire agreement between the parties in connection with its subject matter and precedes any other agreement whether written or oral in connection with the same. In the event of a conflict between the body of this Agreement and Schedule 1 or Schedule 2 (Steering Group Protocol), the Agreement shall prevail.

SIGNED: ..... **REDACTED**  
.....

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SIGNED: **REDACTED**

DATE: .....  
28/06/2021

DATE: .....  
01/07/2021

NAME: .....  
**REDACTED**

**REDACTED**

NAME: .....

POSITION: .....  
Commercial Relationship  
Management Lead

POSITION: .....  
Group Director, Knowledge

ORGANIZATION: .....  
Department for Transport

**BSI STANDARDS LIMITED**

## SCHEDULE 1

### A. The Fee

The Fee for the OZEV section for the development of the PAS is **£64,000** (excluding VAT) and is payable by OZEV (DFT) at the commencement of the project.

The total contract price for this PAS is **£125,500** but has Motability as a sponsoring partner. BSI has agreed to directly invoice the second sponsor at approximately 49% (£61,500). To reduce the risk, these sponsors will be invoiced for the full amount in the project commencement to reduce any potential liability on OZEV, Motability or BSI.

1. The Fee includes:
  - a. the provision of a Technical Author at £34,500
  - b. Free-to-user download licence for the life of the PAS.
2. The Fee does not include expenses. Any travel, accommodation, meals, external meeting rooms and similar are at the cost of the Sponsor. Where BSI is incurring these costs directly on behalf of the Sponsor, it shall seek the Sponsor's prior written consent to do so.
3. The sponsorship is split between two parties, so both parties will be invoiced separately at the same time.

### B. Timescales

1. BSI will use reasonable endeavours to meet the timescale set out herein however due to the nature of the Services and external dependencies, timescales are indicative only and subject to change. Any change in timescales will be communicated to the Sponsor at the earliest opportunity and where reasonably possible kept to a minimum.
2. The indicative timescale in respect of the Services is 12 months from the Commencement Date to PAS completion.

### C. The Services

#### 1. Context

The need for accessible electric vehicle charging points is essential with the government's push for electric vehicles in towns and cities. With disabled people at 14 million and 2.7 million predicted drivers in ten years' time all driving consumers who will use the charging infrastructure should benefit from improved usability of the charging infrastructure.

The intention is to provide a specification and guidance to installers of public charging infrastructure, local authority planners, charge point providers, charging infrastructure locations, and others who will be responsible for the locally built environment for any particular charge point in the UK. The PAS will specify the minimum level of accessibility providing a new standard on accessibility for charging bays.

Accessibility is not restricted to the disabled as it will also include non-driving less-abled people who need to use the charging points and the ageing population in the UK.

The current BS 8300-1:2018 Design of an accessible and inclusive built environment. External environment - Code of practice; is a key document to this PAS development.

At this time the Open Charge Point Interface (OCPI) software will be considered but the inclusion or exclusion will be through the Steering Group. The PAS will include most public charging infrastructure which will range from the ultra-rapid, rapid, fast and slower chargers including overnight on-street charging and lamp posts which are under 7kWh, but not domestic charging points.

The PAS will be sponsored by Department of Transport and Motability with an assigned Technical Author from Ricardo.

## 2. **Objective**

The objective of the PAS is to provide a specification for the accessibility of charging points in any commercial or public accessible point from local stores with charge points, garages, parks and street side charging. The intention is to provide the best consumer experience possible for customers with accessibility concerns to aid travel to work education or social aspects of life.

2.1 **Brief** - BSI will work with the Sponsor to develop, produce and publish the PAS. Specifically BSI will:

- Manage and facilitate the standardization and consensus-building process using our unique methodology and standards development expertise
- Develop a clear, concise and consistent document suitable for PAS status
- Edit, produce, and publish the PAS (BSI will own the copyright of the PAS).

2.2 **Deliverables** - the deliverables resulting from the Services include:

- A published PAS of no more than 40 pages in length as a PDF download PAS co -branded by BSI and the Sponsors
- Technical Author contracted by BSI.



## 2.3 Project scope

### **PAS XXXX, Electric Vehicles -- Accessible charging -- Specification**

This PAS specifies requirements for the provision of accessible public charging for both electric and plugin hybrid electric vehicles to all potential users, including, for example, disabled people and the elderly.

The PAS covers:

- the physical aspects of the environment surrounding fixed charging units (e.g. kerb height, ground type);
- the location, placement and spacing of such units within the built environment and relative to other infrastructure and/or objects (e.g. placement of charging units relative to individual parking bays, adequate space surrounding the charging unit and vehicle);
- factors to be taken account in the design and specification of accessible charge points and their more immediate surrounding areas (e.g. height of chargepoint, bollard spacing, interface tilt, lighting, colours used, accessibility of language within communications, weight and ease of use of the equipment);
- information, signals and indicators provided.

The PAS covers both tethered and non-tethered charging units and charge points that can be attached to existing street furniture such as lampposts, or bollards as well as wall-mounted units with multiple sockets (for example used in car-parks and workplaces).

The PAS does not cover:

- electric charge points and charging systems used within domestic environments;
- specific materials used within a charge point
- charging rates, prices and payment systems
- consumer safety and protection.

This PAS is intended for use by chargepoint operators & manufactures and their design teams, city and infrastructure planners (including within local authorities), those wishing to purchase and install public charging units, and actual charging infrastructure installers. The PAS may also be of use to other transport stakeholders and electric vehicle (EV) transition teams.

Note: Although the PAS is developed with the intended use in the UK, it may also be suitable for international use.

Note that the PAS scope may be refined further during the PAS development process. Changes could be made in response to comments received following editing to BSI rules for drafting standards and in response to comments received during Steering Group and public consultations. Any significant changes to the PAS scope will be discussed by BSI with the Sponsor before implementation to avoid scope creep and to understand any potential impact on timescales and fees.

## 2.4 Relationship with existing standards

BSI has identified two main standards which must be taken into account when developing this PAS.

- PAS 1878:2021 Energy smart appliances. System functionality and architecture. Specification.
- BS 8300-1:2018 Design of an accessible and inclusive built environment. External environment. Code of practice
- BS 8300-2:2018 Design of an accessible and inclusive built environment. Buildings. Code of practice

BSI also require the involvement of two BSI Committees  
PEL/69, (**REDACTED**)

- )
- L/13. (**REDACTED**)
- )

Other standards related so may need referencing are in:

- Excel Book: Mobility Charging June21.xlsx : 132 Standards. (Supplied Separately)

## SCHEDULE 2

### STEERING GROUP PROTOCOL

**BSI Standards Limited (BSI)**

**- and -**

..... (name of individual)

..... (organization represented)

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#### Protocol - Steering Group Participation

**For:**

**[PROJECT NAME]**

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I consent to my email and telephone number being circulated to the other Steering Group members for the purposes of drafting and developing the PAS.	Yes/No*
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(\*delete as appropriate)

BSI Standards Limited  
389 Chiswick High Road  
London W4 4AL  
UK

I, .....

(insert name of Member)

of .....

(insert address of Member)

confirm that I have agreed to become a Member of the Steering Group for:

**[PROJECT NAME]**

and that I will abide by the following terms while I am a member.

1. While on BSI premises, I shall comply with all BSI requirements and instructions as to health and safety and security.
2. At the start of each Steering Group meeting at which I am present, I shall complete and sign the attendance sheet that shall be made available to me by the BSI project manager.
3. I shall conduct the business of the Steering Group in accordance with the procedures communicated to me by the BSI project manager from time to time.
4. I hold all of the intellectual property rights in all material that I may contribute during the business of the Steering Group and where I do not, if it is required, I confirm that I have all relevant consents from the holder(s) of those rights and am authorized to contribute such material to the Steering Group for the purpose of the development and exploitation by BSI of the PAS.
5. The business of the Steering Group will lead to the creation of a new work ("New Work"). I acknowledge that all copyright in the New Work will vest in The British Standards Institution exclusive of any competing right either I or any third party may have. To the extent that the law may deem any copyright in the New Work to be held by me, in consideration of The British Standards Institution accepting contribution of materials from me, I assign the copyright in the New Work (or any part of it) to The British Standards Institution and will do any other thing reasonably requested of me by The British Standards Institution to ensure that the assignment is valid.
6. There is no conflict of interest created by my becoming a member of the Steering Group. If there is any likelihood of a conflict of interest, I shall immediately inform the BSI project manager and understand that the prospective conflict of interest may disqualify me from further participation in the business of the Steering Group.
7. I shall keep all Steering Group business strictly confidential save for consulting with colleagues on a need-to-know basis on matters agreed within the Steering Group and shall not make any public statement about the participation of other members of the group (including their identity) or about Steering Group business.

Signature of Steering Group

Member:

Date of Signature: