



Department for
Business, Energy
& Industrial Strategy

**CONTRACT FOR THE PROVISION OF RESEARCH PROJECT ON
INDUSTRIAL COOLING: TRANSPORT, INDUSTRIAL AND COMMERCIAL
REFRIGERATION TO THE DEPARTMENT OF BUSINESS, ENERGY AND
INDUSTRIAL STRATEGY (THE CONTRACT OFFER LETTER)**

(Purchase Order Number TBC)

This Contract is dated 3/15/2023 and is made between:-

1. **The Secretary of State for Business, Energy & Industrial Strategy** (the "Authority") of 1 Victoria Street, London SW1H 0ET, acting as part of the Crown;

and
2. **South Bank University Enterprises Limited** (the "Contractor") whose registered office is at 103 Borough Road, London, SE1 0AA

INTRODUCTION

- (A) On Thursday 16th June 2022 the Authority issued an invitation to tender for the provision of Research Project on Transport, Industrial and Commercial Refrigeration including the specification a copy of which is set out in Schedule 1 (the "Specification").
- (B) In response the Contractor submitted a proposal dated Wednesday 27th July 2022 and entitled Industrial Cooling: Transport, Industrial and Commercial Refrigeration 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

- 1.1 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); and (d) the Correspondence if applicable the Contractor shall provide the Services described in the Specification and the Contractor's Proposal and the Correspondence if applicable to the Authority.



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2. COMMENCEMENT AND CONTINUATION

- 2.1 This Contract shall commence on Monday 7th November 2022 and subject to any provisions for earlier termination contained in the Standard Terms shall end on Wednesday 6th November 2024.

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 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.
- 5.2 Any direction by the Authority may be given by [REDACTED]
[REDACTED] (the "Contract Manager") [REDACTED]
[REDACTED] or such other person as is notified by the Authority to the Contractor in writing. All queries (including any notice or communication



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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] 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 40 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.



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Signed by the parties' duly authorised representatives:-

For the Secretary of State for Business, Energy & Industrial Strategy

Signature

Print Name

Job Title:

Date: 3/15/2023

For the Contractor

Signature:

Print Name:

Job Title:

Date: 07 March 2023



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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
Schedule 5	The Correspondence
Schedule 6	Annex 1 - Processing, Personal Data and Data Subjects schedule



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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

The full Contract is £679,978.15 excluding VAT. The price is firm and fixed for the full duration of the contract.

A breakdown of the Contract Price can be found within AW5.2 – Price Schedule. A further breakdown of the pricing per milestone is provided in Schedule 5 of this Contract.



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Schedule 5 – Correspondence



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Schedule 6

Annex 1

Processing, Personal Data and Data Subjects Schedule

General Data Protection Regulations (GDPR)

1. Data Protection

The Supplier will be compliant with the Data Protection Legislation, as defined in the terms and conditions applying to this opportunity. A guide to The General Data Protection Regulation published by the Information Commissioner's Office can be found [here](#).

The only processing that the Supplier is authorised to do is listed in Annex 1 by the Contracting Authority and may not be determined by the Supplier.

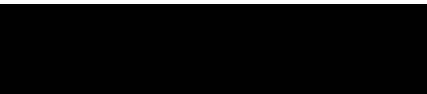
Annex 1: Processing, Personal Data and Data Subjects

(1) The contact details of the Contracting Authority Data Protection Officer are:

The Contracting Authority Data Protection Officer
Department for Business, Energy and Industrial Strategy
1 Victoria Street
London
SW1H 0ET

Email: dataprotection@beis.gov.uk

(2) The contact details of the Supplier Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are:



(2) The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.

(3) Any such further instructions shall be incorporated into this Annex 1.

Description	Details
Subject matter of the processing	The processing is needed in order to ensure that the Contractor can effectively deliver the contract titled FM21297 - Industrial Cooling: Transport, Industrial and Commercial Refrigeration. The processing of names and business contact



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	<p>details of staff of both Contracting Authority, the Contractor and any research participant including but not limited to end-users, manufacturers, installers, and academics will be necessary to deliver the services exchanged during the course of the Contract, and to undertake Contract and performance management.</p> <p>The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Contractor involved in managing the Contract.</p>
Duration of the processing	Processing will take place for the duration of the contract.
Nature and purposes of the processing	<p>The nature of the processing will include from the following collection, recording, organisation, structuring, storage, erasure or destruction of data.</p> <p>Processing takes place for the purposes of research. The participants would be contacted through two surveys as described in the bid: (a) site data collection, (b) data on innovations. Personal data will not be analysed. The personal data will not be analysed and only stored to communicate with the participants, for disseminating research outputs and gathering data on TCR as described in mini competition.</p> <p>The nature of processing will include the storage and use of names and business contact details of staff of both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract.</p>
Type of Personal Data	<p>Name, business telephone numbers and email address, employer/organisation and position of staff of any research participant. The data is held solely for communicating and tracking responses and will not be shared to any third party outside the contract.</p> <p>Names, business telephone numbers and email addresses, office location and position of staff of</p>



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	both the Contracting Authority and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Contracting Authority and the Supplier involved in managing the Contract
Categories of Data Subject	<p>Research participants including but not limited to end-users, manufacturers, retailers, estate managers, installers, and academics.</p> <p>Staff of the Contracting Authority and the Supplier, including where those employees are named within the Contract itself or involved within the Contract management.</p>
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under European Union or European member state law to preserve that type of data</p>	<p>The Personal Data will be retained by the Supplier for a twelve-month retention period, following which the Contractor will provide the Contracting Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Contracting Authority and erase from any computers, storage devices and storage media that are to be retained by the Supplier the expiry of the Contract and Contractor retention period. The Supplier will certify to the Contracting Authority that it has completed such deletion.</p> <p>Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department's privacy notice found within the Procurement Documents.</p>

2. Cyber Security

In line with **HM Government's Cyber Essentials Scheme**, the Supplier will hold valid Cyber Essentials certification by the time of contract award. Evidence of the certification must be provided to the Contracting Authority in order for the contract to be awarded.

Evidence of renewal of certification must then be provided to the Contracting Authority on each anniversary of the first applicable certificate obtained by the Supplier for the duration of the Contract. In the event the Supplier fails to comply, the Contracting Authority reserves the right to terminate the Contract for material breach in line with the Standard Terms and Conditions of Contract.

If the Supplier already holds ISO27001 accreditation (or equivalent), no further Cyber Essentials certification will be necessary provided that the certification



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body carrying out this verification is approved to issue a Cyber Essentials certificate by one of the accreditation bodies.

3. GDPR Questionnaire

The Supplier as part of their bid shall complete and return the attached questionnaire on GDPR as advised below.

The Supplier agrees that any financial burden associated with the completion and submission of this questionnaire at any time, shall be at the Suppliers cost to do so and will not be reimbursable.



GDPR Assurance
Questionnaire May1