

**CONTRACT FOR THE PROVISION OF INDUSTRIAL HYDROGEN
ACCELERATOR STREAM 2A TO THE DEPARTMENT FOR BUSINESS,
ENERGY AND INDUSTRIAL STRATEGY**

Purchase Order Number: *will be supplied by BEIS once the contract is signed by both parties*

DUNS Number: 21-045-1654

This Contract is dated 15th September 2022 and is made between:-

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

and
2. **Costain Limited** (the "Contractor") whose registered office is at COSTAIN LIMITED, Costain House, Vanwall Business Park, Maidenhead, SL6 4UB.

INTRODUCTION

- (A) On 28 April 2022 the Authority issued an invitation to tender for the provision of Industrial Hydrogen Accelerator (IHA) Stream 2A this including the specification a copy of which is set out in Schedule 1 (the "Specification").
- (B) In response the Contractor submitted a proposal dated 23 June 2022 and entitled **H2Juice** 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

In consideration of payment by the Authority to the Contractor of the sum of £372,931.19 (exclusive of Value Added Tax) (the "Contract Price") and in accordance with (a) **Schedule 1** - the Specification ; (b) **Schedule 2** - the Proposal; and (c) **Schedule 3** - the Authority's Standard Terms and Conditions of Contract for Supplies/Services (the "Standard Terms" (a copy of which were issued by the Authority with the Invitation to Tender and are attached at Schedule 3); (d) **Schedule 4** - the Project Plan and Finance Table (e) **Schedule 5** - the

Correspondence; the Contractor shall provide the Services described in the Specification, the Proposal, the Project Finance Table and the Correspondence to the Authority.

2. COMMENCEMENT AND CONTINUATION

This contract shall commence on 15th September 2022 and subject to any provisions for earlier termination contained in the Standard Terms end on **31st March 2023**.

3. TERMS AND CONDITIONS

- 3.1 The Standard Terms shall form part of this Contract.
- 3.2 The Contractor's Standard 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);
 - e) the Project Plan and Finance Table (as set out in Schedule 4)
 - f) finally, the Contractor's Proposal (as set out in Schedule 2)

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] who is an officer in the Authority's Science and Innovation for Climate and Energy Directorate, 1 Victoria Street London



SW1H 0ET, [REDACTED] or such other person as is notified by the Authority to the Contractor in writing.

- 5.3 The Contractor appoints [REDACTED], Costain House Vanwall Road, Maidenhead SL6 4UB, to be the Contractor's first point of contact for this Contract. All queries 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, using a redacted version of the contract in line with 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.



Department for
Business, Energy
& Industrial Strategy

Signed by the parties' duly authorised representatives:-

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

Signature: ... [REDACTED]

Print Name: ... [REDACTED]

Job Title: [REDACTED]

Date: ... [REDACTED]

For the Contractor

Signature: [REDACTED]

Print Name: [REDACTED]

Job Title: [REDACTED]

Date: [REDACTED]

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	Project Plan and Finance Table
Schedule 5	The Correspondence