

CONTRACT FOR THE PROVISION OF Global Forestry MACCs and BAU data and INDC Forestry Data Report TO THE DEPARTMENT OF ENERGY AND CLIMATE CHANGE

This Contract is dated 9 December 2015 and is made between:-

1. **The Secretary of State for Energy and Climate Change** (the “Authority”) of 3 Whitehall place, London SW1A 2AW, acting as part of the Crown;

and
2. International Institute for Applied Systems (the “Contractor”) whose registered office is at Schlossplatz 1 A-2361 Laxenburg, Austria

INTRODUCTION

- (A) On 20 November 2015 the Authority issued an invitation to tender for the provision of Global Forestry MACCs and BAU data and INDC Forestry Data Report 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 30 November 2015 and entitled Emission and Abatement Cost projections 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 and augmented by Schedule 4 (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 £ 79,114.00 (exclusive of Value Added Tax) (the “Contract Price”) and in accordance with (a) the Specification; (b) the Proposal; and (c) the Authority’s Standard Terms and Conditions of Contract for Services (the “Standard Terms” (a copy of which were issued by the Authority with the Invitation to Tender and are attached at Schedule 3); and (d) the Correspondence, the Contractor shall provide the Services described in the Specification and the Proposal and the Correspondence to the Authority.

2. COMMENCEMENT AND CONTINUATION

This contract shall commence on 9 December 2015 and subject to any provisions for earlier termination contained in the Standard Terms shall end on 31 March 2016.

3. TERMS AND CONDITIONS

3.1 The Standard Terms shall form part of this Contract.

3.3 The following additional terms also apply to this Contract.

The following revised timeline dates for project deliverables now apply.

redacted

3.4 The Contractor's Standard Terms and Conditions of business shall not apply to this Contract.

3.5 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
- c) the Specification
- d) and finally, the Proposal

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 deliver the Services under the direction of the Authority.

5.2 Any direction by the Authority may be given by Duncan Gray (the "Contract Manager") who is an officer in the Authority's International Climate Change, DECC, 3 Whitehall Pl, London, United Kingdom SW1A 2AW or such other person as is notified by the Authority to the Contractor in writing.

5.3 The Contractor appoints **redacted** 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 (as referred to in Condition 11 of the Standard Terms & Conditions).

7. TRANSPARENCY

7.1 The Authority will publish the Contract and the Schedules hereto in their entirety on a designated government internet site. This publication is made in accordance with the government's policy on the publication of contracts, which forms part of the government's transparency agenda. Having considered the contract, and its contents, in light of the exemptions under the Freedom of Information Act 2000 (as referred to in Condition 40 of the Standard Terms & Conditions), the Authority does not consider that any part of the Contract or the Schedules should be redacted. The Contract has therefore been offered to the Contractor on the basis of such publication taking place.

Signed by the parties' duly authorised representatives:-

For the Secretary of State for Energy and Climate Change

Signature:

Print Name: Duncan Gray

Job Title: Research Analyst and Project Manager

Date: 8 December 2015

For the Contractor

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	The Correspondence