



Department for
Energy Security
& Net Zero

CONTRACT FOR THE PROVISION OF THE INCLUSIVE SMART SOLUTIONS PROGRAMME TO THE DEPARTMENT OF ENERGY SECURITY AND NET ZERO (THE CONTRACT OFFER LETTER)

This Contract is dated 29 August 2023 | 12:01 BST and is made between:-

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

and
2. **Energy Systems Catapult Services Limited** (09629154) (the "Contractor") whose registered office is at Cannon House 7th Floor, 18 Priory Queensway, Birmingham, B4 6BS.

INTRODUCTION

- (A) On 16th February 2023 the Authority issued an invitation to tender for the provision of the Inclusive Smart Solutions Programme - including the specification, a copy of which is set out in Schedule 1 (the "Specification").
- (B) In response the Contractor submitted a proposal dated 17th April 2023 and entitled Inclusive Smart Solutions 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 SERVICE 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); and (d) the Correspondence the Contractor shall provide the Services described in the Specification and the Contractor's Proposal and the Correspondence to the Authority.

2. COMMENCEMENT AND CONTINUATION



Department for
Energy Security
& Net Zero

This Contract shall commence on 14th August 2023 and subject to any provisions for earlier termination contained in the Standard Terms shall end on 31st March 2025.

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** (the "Contract Manager") who is an officer in the Authority's Science & Innovation for Climate & Energy (SICE) Directorate at 1 Victoria Street, London SW1H 0ET, or such other person as is notified by the Authority to the Contractor in writing. All queries (including any notice or



Department for
Energy Security
& Net Zero

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 7th Floor,
Cannon House, The Priory Queensway, Birmingham, B4 6BS 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 11 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



Department for
Energy Security
& Net Zero

the particular circumstances of the request or requirement
concerned.

Signed by the parties' duly authorised representatives:-

For the Secretary of State for Energy Security and Net Zero

Signature: REDACTED

Print Name:

Job Title: REDACTED

29 August 2023 | 12:01 BST
Date:

For the Contractor REDACTED
Signature:

Print Name: REDACTED

Job Title: REDACTED

23 August 2023 | 22:51 PDT
Date:



Department for
Energy Security
& Net Zero

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 Services
Schedule 4	Contract Price <i>Including Project Plan and Finance Tables</i>
Schedule 5	The Correspondence
Schedule 6	Annex 1 - Processing, Personal Data and Data Subjects schedule

REDACTED



Department for
Energy Security
& Net Zero

Schedule 1 – Authority’s Specification

Inclusive Smart Solutions Invitation to Tender:

REDACTED

REDACTED



Department for
Energy Security
& Net Zero

Schedule 2 – Contractor's Proposal

Criterion 1 - Approach and Methodology:

REDACTED

Criterion 2 - Project Team, Skills and Resources:

REDACTED

Criterion 3 - Project Management and Risk:

REDACTED

Criterion 4 – Social Value:

REDACTED

REDACTED



Department for
Energy Security
& Net Zero

Schedule 3 – Standard Terms and Conditions

Inclusive Smart Solutions Terms and Conditions of Contract:

REDACTED



Department for
Energy Security
& Net Zero

Schedule 4 – Contract Price

1. Calculation of the Contract Price

Phase 1 is a fixed price of **£477,858.00** as set out in the Project Cost Breakdown Form. Payments will be linked to the delivery of milestones/deliverables as detailed in the Specification.

REDACTED

Progression from Phase 1 to Phase 2, and access to additional funding up to a maximum of **£2,250,000** will be subject to a Stage Gate Review process, as set out in Section 2, Parts 4 and 6 of the Invitation to Tender.

Phase 2 project management costs are expected to be in line with the estimates provided in the Project Cost Breakdown Form.

Amounts are exclusive of VAT.

2. Contract Price for Regular Periodic Milestones

Draft Project Plan and Finance Tables document as provided by contractor – The final version will be finalised by both parties through email exchange following the kick-off meeting.

REDACTED

For avoidance of doubt, this document will take precedence over the Project Cost Breakdown Form.

Amounts are exclusive of VAT.

REDACTED



Department for
Energy Security
& Net Zero

Schedule 5 – Correspondence

Email exchange and information provided during due diligence/clarification process

REDACTED

REDACTED



Department for
Energy Security
& Net Zero

Schedule 6

Annex 1

Processing, Personal Data and Data Subjects schedule

Draft Annex 1 as provided by contractor – The final version will be finalised by both parties through email exchange following the kick-off meeting.

REDACTED