

**Official – Sensitive: Commercial**



**The Coal  
Authority**

Resolving the Impacts of mining

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[www.gov.uk/coalauthority](http://www.gov.uk/coalauthority)

[REDACTED]  
Department of Geography  
The University of Sheffield  
Sheffield  
S10 4ED

17<sup>th</sup> June 2016

Our Reference: CA00/17/51405

Your Reference:

Dear [REDACTED]

**Ochre surface interactions – Desk study**

On behalf of the Coal Authority I am pleased to offer you a Contract for your email dated Friday 27<sup>th</sup> May 2016 for the above at the lump sum fixed price of £5,200 for the work package as outlined in the invitation to tender document dated 10<sup>th</sup> May 2016.

**Contract Documents:**

The contract documents shall comprise:-

1. The Coal Authority's Letter to tender dated 10<sup>th</sup> May 2016 and all documents comprised therein, issued by Dominic Elvin.
2. Your proposal dated Friday 27<sup>th</sup> May 2016.
3. This Letter of offer and your signed acceptance thereof.

**Commencement and Completion**

The Contract shall commence on from the date of this letter. The Works shall be completed in accordance with the detailed programme attached to your tender and which is agreed between yourselves and the Coal Authority's representative, [REDACTED]. In any event this Contract will end on 30 September 2016.



**INVESTORS  
IN PEOPLE**

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### **Project Manager**

██████████ R&D Project Manager, whose office is located at the above address, will be the Coal Authority representative for the purpose of this contract.

### **Conditions of Contract**

The Authority's General Conditions of Contract for Consultancy Services, March 2009 Edition, (copy enclosed) will apply and include the following Special Condition(s) of Contract:

#### **Special Conditions:**

##### **15.5 Consultant's background intellectual property**

Any Intellectual Property owned by the Consultant at the time of commencing the Services shall remain in the ownership of the Consultant who grants the Authority license in perpetuity to use such Intellectual Property for the purpose outlined within the Contract. Any other use will be subject to negotiation and prior agreement by both parties.

##### **15.6 Academic License to use Intellectual Property**

The Authority grants the Consultant a licence to use Intellectual Property created as a result of providing the Services for the purposes of academic teaching, internal publication and further research to allow the Consultant to fulfil its primary objectives of teaching and research only. Any other use of such newly created Intellectual Property including, but not limited to, incorporation into any other commercial work will be subject to prior written agreement at the sole discretion of the Authority.

##### **15.7 External Publication**

The Consultant may, only with prior written approval from the Authority, publish the results of the Services in academic publications. Such approval shall not be unreasonably withheld.

##### **31 - Freedom of Information**

Clause 31 is to be mutually applicable.

##### **Limit of Liability**

The Consultant's total liability under this contract shall be limited to £100,000.

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**Additional Conditions:**

**Additional Definition:**

**"Contractor's Confidential Information"** any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Contractor, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;

**Delete the definition contained in the Conditions of Contract document and replace with the following definition:**

**"Commercially Sensitive Information"** means the information (i) listed in the Commercially Sensitive Information Schedule; or (ii) notified to the Authority in writing (prior to the commencement of this Contract) which has been clearly marked as Commercially Sensitive Information comprised of information:

(a) which is provided by the Contractor to the Authority in confidence for the period set out in that Schedule or notification; and/or

(b) that constitutes a trade secret.

**Submission of Invoices**

Payment will be made on Interim invoices.

Your invoices (single copy only) must be based on the contract rates/prices and must bear the contract reference CA00/17/51405, and be in sufficient detail to enable the contract to be easily identified.

Your invoice must be submitted to the Authority's Finance Department at the above address and made out for payment by The Coal Authority.

Your invoices and accrual schedule (single copy only) must bear the contract reference CA00/17/51405 and clearly display the following information:

- *Cost Centre: 30505*
- *Account Code: 3112*

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- *Project Code: RD00005*

Any VAT that may be chargeable on the goods and services included on the invoice must be clearly identified.

Failure to comply with any of the above requirements may result in a delay in effecting payment.

### **Freedom of Information Act 2000**

On 1 January 2005 the provisions for the Freedom of Information Act 2000 came into force and has created a general right of access to information held by public authorities, which includes the Coal Authority. The Authority therefore draws to your attention that it could receive requests for the release of information contained within documentation and correspondence, and the Authority will disclose information in accordance with the legislation. Should a request be received to which an exemption from disclosure may apply, the Authority will consult with you at that time.

In accordance with the Government's Transparency Agenda payments made by the Coal Authority will now be published on its website.

### **Transparency Agenda**

In accordance with the Government's Transparency Agenda the following information in respect of this Contract will be published on-line:

- Publication of all individual payment transactions i.e. invoice information
- Contract documentation: offer letter, specification, Terms and Conditions, quotation
- The documents issued by the Authority requesting a quotation

Should you feel any of the documents or information contained is confidential and is exempt from publication, then this must be communicated in writing by return.

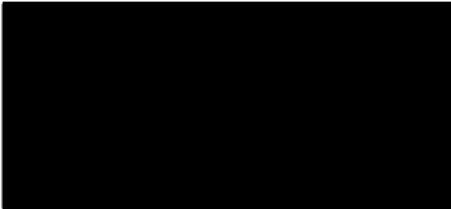
### **Insurances**

The Conditions of Contract require you to carry certain insurances and in this respect your attention is drawn to the enclosed certificates relating to insurance, which must be completed by your broker or agent and returned to this office as soon as possible [the details already provided are satisfactory but this does not relieve any of your obligations under condition 14].

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Please acknowledge receipt of this letter and quote reference number: CA00/17/51383 on all correspondence. Confirm your acceptance of this offer by signing and returning one copy of this letter.

Yours faithfully,



Procurement Business Partner

T 01623 637 [redacted]

E [redacted]@coal.gov.uk

**Contract Ref:** CA00/17/51405

**Contract Title:** Ochre Surface Interactions Study

**Offer Acceptance**

**I / We accept this contract on the above Terms and Conditions.**

**Signed**



**Printed name**



Head of Operations  
Research and Innovation Services  
University of Sheffield

**Position**

**On behalf of**

**Date**

22/6/2016

