



Programme Area: Carbon Capture and Storage

Project: UKSAP Database Analysis

Title: UKSAP Database Analysis FRP Project – Request for Proposal

Context:

This project was part of the development of the UK's first carbon dioxide storage appraisal database enabling more informed decisions on the economics of CO₂ storage opportunities. It was delivered by a consortium of partners from across academia and industry - LR Senergy Limited, BGS, the Scottish Centre for Carbon Storage (University of Edinburgh, Heriot-Watt University), Durham University, GeoPressure Technology Ltd, Geospatial Research Ltd, Imperial College London, RPS Energy and Element Energy Ltd. The outputs were licensed to The Crown Estate and the British Geological Survey (BGS) who have hosted and further developed an online database of mapped UK offshore carbon dioxide storage capacity. This is publically available under the name CO₂ Stored. It can be accessed via www.co2stored.co.uk.

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Title of Project for which Proposals are Requested:

UKSAP Database Analysis FRP Project

Request Issue Date:

3rd November 2011

Closing Date:

5pm 10th November 2011

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1. INTRODUCTION AND OVERVIEW OF ETI REQUIREMENTS

1.1. Introduction to the Energy Technologies Institute

The Energy Technologies Institute LLP (ETI) is a public private partnership between international industrial energy and engineering companies and the UK government.

Our mission is to accelerate the development, demonstration and eventual commercial deployment of a focused portfolio of energy technologies, that are affordable, secure and sustainable which will increase energy efficiency, reduce greenhouse gas emissions and help achieve energy and climate change goals.

The ETI is not a grant giving body. It makes targeted technology investments in large-scale engineering projects and reduces risk through the shared expertise of our ETI Members.

We do this by leveraging the skills, capabilities and market access routes of the ETI Members, working with other organisations worldwide to take the most challenging large-scale energy projects to full system demonstration, thereby bridging the gulf between laboratory proven technologies and full scale commercially tested systems. Our projects also develop knowledge, skills and supply-chains, and will inform the development of regulation, standards and policy. Hence we aim to overcome major barriers, de-risk the future development and shorten the lead times to market for secure, affordable, low-carbon energy systems for power, heat, transport and infrastructure.

Our portfolio includes programmes in areas such as Offshore Wind, Marine, Distributed Energy, Buildings, Energy Storage and Distribution, Carbon Capture & Storage, Transport and Bio Energy.

Further information can be found on our web-site at www.energytechnologies.co.uk.

1.2. Background to the Project

The UK Storage Appraisal Project (UKSAP) was commissioned by the ETI in September 2009. The aim of this £4M project is to provide a fully auditable and defensible overall estimate of UK CO₂ storage capacity in offshore geological formations, to inform future roll out of CCS in the UK. The project, led by Senergy Alternative Energy and involving the key centres of expertise in the UK in CO₂ storage appraisal, is currently nearing completion. The major deliverable from the project is a web-enabled database and GIS (WDG) containing the geological data, storage estimates, risk assessments and economics of the nearly 600 potential storage units identified by the project, covering both depleted oil and gas reservoirs and saline aquifers.

The ETI intends to make the WDG widely available, and has launched a separate Request for Proposals to host the database. Before this is completed, the ETI wishes to carry out further analysis of the data in the WDG to provide further insights into the likely roll out of CCS in the UK.

Through this RfP, the ETI is seeking proposals for a package of work to analyse the data and further develop the economic models used in UKSAP.

1.3. ETI approach to Health & Safety

The health and safety of those who may be affected by ETI Projects is of paramount importance to the ETI. The ETI expects those who receive ETI funding to demonstrate a commitment to best practice in health, safety and environmental management as well as demonstrating that legal requirements are met.

2. PROCUREMENT PROCESS AND ESTIMATED TIME-FRAMES

The following timetable outlines the anticipated schedule for the procurement process and subsequent Project Stages. The timing and the sequence of events resulting from this Request for Proposals may vary and shall ultimately be determined by the ETI.

Event	Anticipated Date(s)
Launch of Request for Proposal	3 rd November 2011
Closing Date for Responses to RfP and complete return of the Non-Disclosure Agreement by the Respondents	5pm 11 th November 2011
Contract Agreement and Project Kick Off	30 th November 2011
Anticipated Project Duration	4 months

3. REQUEST FOR PROPOSALS PROCESS AND TERMS

3.1. Content and Format of Submissions

Respondents should provide a proposal based on the specification set out in Appendix A. The proposal should include:

- Gantt chart showing proposed project timelines;
- A table setting out the proposed Deliverables, Acceptance Criteria and Payment Milestones;
- Confirmation of a Project Manager, Chief Technologist and other key technical resources to be used on the project;
- Breakdown of costs, using ETI's standard Project Budget Forms (to be supplied with this Request for Proposal).
- Details of any Background IP or Third Party IP needed for the Project and/or by the ETI and its sub-licensees to use the Arising IP from the Project.
- Details of any licences requested to use the Arising IP (if any).
- Confirmation of the level of cover held for Employers Liability insurance, Public Liability insurance and Professional Indemnity insurance.
- All Respondents shall confirm that there are no potential, threatened, pending or outstanding recovery orders by the European Commission in respect of any funding received by any Respondent.
- The Respondents shall each provide a Statement of Compliance which confirms:
 - that the Respondent has full authority to submit a bid on the basis of this Request for Proposal;
 - that the entire Submission has been reviewed by technical, commercial, financial and legal representatives of each Respondent; and
 - the key subcontractors have agreed to be included within the Proposal and on the basis of the Statement of Compliance;
 - that the Proposal is fully compliant with the Request for Proposal (or if not, that all exceptions are expressly identified in the Proposal);
 - Confirmation of the acceptance of the proposed ETI terms and conditions (or if not, setting out express details of any exceptions).

The proposal shall be made in electronic format, in both PDF and Microsoft Word formats.

The Non-Disclosure Agreement to be submitted with the Proposal is set out at Appendix C.

Respondents are required to submit a completed IP Due Diligence form as set out at Appendix D.

3.2. Acceptance, Review and Selection of Proposals

3.2.1. Selection Process

The proposal will be evaluated by the ETI against the Selection Criteria (Section 3.2.2).

As part of its evaluation process, in addition to ETI staff, the ETI may use experts selected by the ETI to provide the necessary expertise to consider the technical, commercial, legal and financial aspects of each bid. These may include experts drawn from ETI Member organisations and other third parties.

3.2.2. Selection Criteria

Proposals will be reviewed and judged primarily against the criteria listed below, in equal priority:

- Ability to meet the ETI's technical requirements as set out in the attached Appendices;
- Ability to meet the ETI's proposed timescales;
- Value for money with respect to ETI funding.

3.3. Disclaimer Notice

- a. The ETI at its discretion may request clarification of a Proposal, and may reject any Proposal which is unclear.
- b. Neither the issue of any documentation in the Request for Proposals process nor any of the information presented in it should be regarded as a commitment or representation on the part of the ETI or any other person to enter into a contractual arrangement. The Request for Proposals is not an agreement to purchase goods or services, and the ETI is not bound to enter into any contract with the Respondent. By responding to this Request for Proposals, the Respondent does not commit itself to entering into a contract with the ETI.
- c. All decisions made by the ETI relating to the acceptance, review and selection or otherwise of Proposals are final.
- d. All documents, including Proposals, submitted to the ETI become the property of the ETI. They will be received and held in confidence by the ETI, subject to the terms of the Non Disclosure Agreement signed with the Respondent. No part of a Proposal, or documents provided by Respondents, shall be returned.
- e. The ETI reserves the right to (i) change the basis of, or the procedures for, the Request for Proposals process, including the timetable or Closing Date, (ii) make modifications to, or alter any of the information within, the Request for Proposals at any time until the execution of the Project Contract, (iii) reject any or all of the Proposal received, and (iv) not invite any Respondent to proceed further. In cases (i) and (ii) the ETI shall provide a minimum of five working days written notice.
- f. Neither the ETI nor any of its agents or advisers accepts any liability or responsibility for the accuracy, adequacy or completeness of any of the information provided or any opinions contained in this Request for Proposals or of any other information made available during the Request for Proposals process. No representation or warranty, express or implied, is or will be given by the ETI or any of its agents or advisers with respect to such information provided or opinion given therein. Any liability is thereby expressly disclaimed.

- g. Respondents must assess the information and terms contained in this Request for Proposals independently, having taken professional advice if necessary. The Respondent will be deemed to have examined all the documents enclosed with this Request for Proposals and by its own independent observations and enquiries will be held to have fully informed itself as to the nature and extent of the requirements of the Request for Proposals. The Respondent must rely on its own enquiries and on the terms and conditions contained in any agreement, when and if finally executed, subject to such limitations and restrictions as may be specified therein.
- h. Respondents shall be wholly responsible for the costs they incur in the preparation and submission of their responses to the Request for Proposals. The ETI shall not be responsible for, and shall not pay, any costs and expenses which may be incurred by the Respondent in connection with its participation in the Request for Proposals process, including but not limited to any costs or expenses incurred up to the execution of the Project Contract.
- i. The ETI does not undertake to accept the lowest bid or to accept part or all of any Proposal and the acknowledgement of receipt of any Proposal shall not constitute any actual or implied agreement between the ETI and the Respondent.
- j. The submission of a Proposal will confirm acceptance of the foregoing provisions by the Respondent without qualification. Any attempt to qualify any of the foregoing provisions in this Disclaimer Notice, either expressly or impliedly, may result in a Respondent being disqualified.
- k. The copyright in the documentation and any other materials supplied by the ETI and/or its advisers in this Request for Proposals process, in whatever format, belongs to the ETI or its appointed advisers. Such documentation and materials may not, either in whole or in part, be copied, reproduced, distributed or otherwise made available to any other third party or used without the prior written consent of the ETI, except in relation to the preparation of the Proposal in the course of the Request for Proposals process. All documentation supplied by the ETI in relation to this Request for Proposals process must be returned on demand, without any copies being retained by the Respondent.
- l. This Request for Proposals, and any dispute or claim arising out of or in connection with it (including any dispute or claim relating to non-contractual obligations), shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this document (including any non-contractual disputes or claims).

4. PROJECT PAYMENT

The Project Contract will include defined deliverables, with acceptance criteria, and defined Payment Milestones by which one or more deliverables will have been completed. Payments will be made against each defined Payment Milestone. Respondents should define these Payment Milestones, associated deliverables and acceptance criteria for these deliverables in their response. All payments will be subject to ETI acceptance of the deliverable(s) which contribute to that Milestone. Unless otherwise agreed as part of a formal contract variation process, the ETI shall not be liable for any payments above the maximum stated in the Project Contract.

The ETI will consider responses based on:

- Capped cost plus, where payments will be made against actual costs (using agreed rates including an agreed profit margin), up to a maximum for each milestone.

Given the nature and timescale for the proposed work, the ETI will consider a maximum of two Payment Milestones.

5. TERMS AND CONDITIONS FOR PROJECT CONTRACT

A summary of the key terms and conditions of the Project Contract are included in Appendix B of this RfP. This Contract shall incorporate appropriate information from the ETI's RfP, the Respondent's Proposal and information drawn up and agreed during the Project Detailing and Contract Negotiation Stage.

APPENDIX A SPECIFICATION OF REQUIRED SERVICES

1 SCOPE OF WORK

Purpose of Project.

- Extract and document further insights from the UKSAP data and understand its strengths and limitations.
- Develop a tool for ETI and ETI Member use only which uses economics and risk to assist in selection of and phasing of the development of collections of sites, for long term planning purposes.

Anticipated Participants

- Senergy Alternative Energy (Lead Coordinator) and Element Energy as full Participants.
- The expertise of key Participants from the UKSAP consortium with relevant input to this project should be involved as Subcontractors, in order to select, develop and test robust findings.

Outline Approach to Development of Economic Tool

- Gain stakeholder (e.g. ETI and Member experts) and relevant expert input through a series of workshops.
- The tool will be used to work out the most economic way of developing clusters of the stores identified by UKSAP, in terms of developing storage in phases. In addition to discounted costs, the phasing of capital costs will be presented in the solution.
- Definition of the development pathway options for individual stores (by type or key characteristic) is a likely requirement, to profile the ability to phase expenditure.
- A method for incorporating the individual store risk elements and capacity elements explored by UKSAP into an economic assessment for collections of stores is needed.
- ETI will use its ESME modeling to provide regional build-up profiles for emissions, for different scenarios, through a few selected on-shore hubs. The tool will work out the cost of transport and storage to match these “demand” patterns, for regionally close stores. Discount rates (WACC) and the key elements of project phasing will be input variables.
- An optimization method which works out the lowest cost development pathway for the cluster of stores is required. Elimination of stores by inspection, on cost grounds for example, is permissible.
- The tool will be critically assessed against a well-understood cluster.
- The tool will not be incorporated into Carbonstore.

2 DELIVERABLES

2.1 Insights

At least 5 distinctive findings containing a mixture of insightful and defensive themes, delivered in ready to use power point format, each with a short explanation in text. Up to two of these may be supportive developments for the economic tool below eg a method for combining risk and capacity to give an “outlook” for stores in clusters.

2.2 Economic Tool

The tool will be developed for use by members, and so will be presented with a simple “customer-faced” front end and in an intuitive format in readily available software such as Excel. Full documentation including written description of contents, instructions on how to use Carbonstore as input, accessible equations and a list of key assumptions will be provided.

3 TIMESCALES

- Workshops in late 2011/early 2012.
- A draft economic tool should be available by the end of January 2012.

Both deliverables will be completed by the end of March 2012.

APPENDIX B COMMERCIAL REQUIREMENTS

SUMMARY OF TERMS AND CONDITIONS

The ETI intends to use the terms and conditions agreed for the UKSAP project dated 30 October 2009 for this project with the following changes:-

- Parties (to be those selected).
- Details of Lead Co-ordinator (to be that party selected).
- Agreed Profit Margin (as bid and agreed by the ETI).
- Category A and B Information will not be required – no publication from Participants is expected.
- Clause 5.8 – it is not expected that pre-agreed stage gates will be required.
- Clause 28.2 – additional wording to exclude remedies for any misrepresentation will be required.
- Schedule 3 – Part 3 – Academic Research and Publication - will be removed.
- Schedule 4 – only clause 3 is anticipated to be required. Additional obligations will be included to require (a) the Participants to seek ETI consent before using Background IP or Third Party IP in creating any Deliverables; and (b) the Participants to licence any Background IP integrated without following such process (i.e. without ETI consent) on an irrevocable, perpetual, sublicensable, royalty free basis. In addition, the ETI will licence in ETI Background IP from the UKSAP Project as required by the Participants for the duration of the Project.
- Schedules 5 and 7 – to be replaced with agreed Project scope.
- Schedule 12 – to be replaced with current matrix for Accountant's Reports frequency (this will decrease the frequency). In the event that a Participant's funding is less than £50k, no Accountant's Reports will be required for the Participant.
- Schedule 13 is to be deleted.
- ETI reserves the right to propose any other changes appropriate to the selected Proposal.
- The Participants will be expected to enter into a Consortium Agreement.

APPENDIX C NON DISCLOSURE AGREEMENT

A separate version of this NDA is available on request to: ccs@eti.co.uk.

Hard copies of the completed NDA must be sent by post, with **original signatures**, to the ETI.

The non disclosure agreement (NDA) protects the confidential information of the Respondents and the ETI during the period of the bid response and during contract negotiations.

For any successful Respondent, the confidentiality provisions in the Project Agreement will set out confidentiality responsibilities for the Project.

The ETI will not enter into negotiations on the terms of this NDA during the bidding process.

NDA execution process

It is the intention that after the signature process, the ETI and each Party to the NDA should possess an original signed copy of the NDA, i.e. not only a scanned copy.

To achieve this in a timely manner, the following process should be undertaken:

In the case of a Proposal from **multiple Respondents**:

- Schedule 1 of the NDA **must** be populated with the names and legal entities of each organisation to ensure that there is a single agreement between all relevant parties.
- Where the Respondents consist of n members, the leading Respondent should organise $n+1$ copies of the NDA are produced, each with an identical Schedule 1 (populated with the details of all organisations).
- Each Respondent should print an entire copy and sign one copy. These copies should NOT be dated.
- The Lead Respondent should post all (i.e. $n+1$) original signed and undated copies to the ETI. The Lead Respondent should email the ETI to notify the ETI that the NDA is in the post.
- The ETI will sign and date all of the original copies of the NDA. The ETI will retain one of these copies and post the remainder (i.e. n copies) to the Lead Co-ordinator, who should then pass one to each Respondent.

In the case of a **single Respondent** led proposal:

- The Respondent should complete and sign two paper copies of the NDA, but NOT date them.
- The Respondent should post both original signed and undated copies to the ETI. Please email the ETI to notify the ETI the NDA is in the post.
- The ETI will sign and date the two original copies of the NDA. The ETI will retain one of these copies and post the other to the Respondent.

MULTI-PARTY CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on _____ of _____ 2011

BETWEEN:

- (1) **ENERGY TECHNOLOGIES INSTITUTE LLP**, a limited liability partnership (company no. OC333553) whose registered office is at Holywell Building, Holywell Way, Loughborough, Leicestershire, LE11 3UZ (the “**ETI**”); and
- (2) **The parties named in Schedule 1 of this Agreement** (the “**Respondents**”),
(collectively the “**Parties**” and individually a “**Party**”)

BACKGROUND:

The Parties intend to exchange certain Information on or after the Effective Date for the Purpose. The Parties agree to receive such Information, which shall be treated as confidential information, for the Purpose on the following terms and conditions.

IT IS AGREED:

In consideration of the above and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

- 1 In this Agreement, unless the context requires otherwise, the following words shall have the following meanings:

“**Disclosing Party**” means any Party that discloses Information pursuant to this Agreement;

“**Effective Date**” means the date of this Agreement;

“**ETI Affiliates**” means the Secretary of State for Business, Innovation and Skills (and any successor governmental department or agency from time to time) and any other entity which is entitled to appoint the directors or otherwise having the ability to direct management policies of the ETI (together with any affiliates of those entities), together with their respective officers, employees, agents and consultants;

“**Information**” means any and all confidential information or data submitted in respect of or further to the Purpose or prepared in relation to the Purpose, including but not limited to written proposal documentation, due diligence materials, contractual documentation, reports, and the fact that the Parties have entered into this Agreement and are discussing and considering a business relationship;

“Procurement” means the procurement by the ETI of the Project including any stages set out in the RFP or as later may be notified or published by the ETI;

“Project” means the proposed research and development project, to be funded (in part or in whole) by the ETI to provide further analysis of data in the ETI’s UK Storage Appraisal project and further develop the economic models from that project;

“Purpose” means:

- a the preparation of documents and the making of any proposal in response to the RFP or for Stage 2;
- b any activities related to the assessment of a Respondent’s proposal or proposals for the Project including due diligence activities; and
- c any related exchanges of Information, clarifications, discussions, meetings, or negotiations in respect of the RFP, the Procurement and the Project;

“Receiving Party” means any Party that receives Information pursuant to this Agreement;

“Respondent Affiliate” means any undertaking that is:

- a a holding company of such Respondent;
- b the ultimate holding company of the group to which such Respondent belongs; or
- c a subsidiary of any holding company or subsidiary of the group to which such Respondent belongs,

and for the purposes of this definition, the terms above are as defined in section 1159 of the Companies Act 2006;

“RFP” means the request for proposals relating to the Project, issued by the ETI on 3 November.

- 2 The Receiving Party shall with regard to any Information disclosed pursuant to this Agreement by or on behalf of a Disclosing Party on or after the Effective Date:
 - a hold the Information in confidence and except as is otherwise stated herein or agreed in writing by the Disclosing Party, shall not disclose or make available the Information by publication or otherwise to any third party (including for the avoidance of doubt, disclosure in any patent application or to any patent office) and shall use any Information disclosed to it pursuant to this Agreement only for carrying out the Purpose;
 - b make copies of the Information (or any further information derived from the Information) in whatever form or medium only to the extent that the copies are reasonably necessary for the Purpose and clearly mark all such copies as confidential;
 - c take all necessary and proper security precautions (and at least as great as those it takes to safeguard its own information) to safeguard every part of the Information to prevent it from being disclosed or otherwise made available to any third party except as permitted by this Agreement; and

- d at the request and direction of the Disclosing Party, and without delay, return or destroy any Information provided to it pursuant to this Agreement and any copies of such Information, except that one copy may be kept by the Receiving Party for archival purposes and for the purpose of defending itself against any claims arising in connection with this Agreement.
- 3 The obligations set out in clause 2 shall not apply to Information that:
- a the Receiving Party can prove (using written or electronic records), was lawfully known to the Receiving Party or in its possession prior to its communication by or at the direction of the Disclosing Party and was not communicated to the Receiving Party subject to any restrictions on disclosure or use; or
 - b is or becomes a part of the public domain through no wrongful act of the Receiving Party or any person on its behalf, provided that this clause 3(b) shall only apply from the date that the relevant Information so enters the public domain; or
 - c the Receiving Party receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that Information as a result of a breach of an obligation of confidence; or
 - d is required to be disclosed or made available by the Receiving Party pursuant to any applicable law, governmental regulation, or decision of any court or tribunal of competent jurisdiction or any government body, agency or regulatory body.
- 4 If a Receiving Party believes it is required by law to disclose any Information under clause 3(d) above, the Receiving Party shall (in each case and to the extent not prohibited in law):
- a provide the Disclosing Party with prompt written notice of such requirement or obligation, (together with a copy of any relevant access request, court order or other evidence giving rise to such belief) to enable the Disclosing Party to seek appropriate protective relief and/or to take other steps to resist or narrow the scope of any required disclosure;
 - b where it is not permitted in law to notify the requirement for disclosure in advance of the required disclosure, notify the Disclosing Party as soon as reasonably practicable after the disclosure confirming the nature of and extent of the disclosure; and
 - c co-operate with the Disclosing Party with respect to such matters,
- and in any event disclose only such Information as it has ascertained, after taking advice, it is legally compelled to disclose.
- 5 ETI shall be entitled to disclose or make available any Information it receives from the Respondents to such of the ETI Affiliates, and either the ETI's or the ETI Affiliates' employees, officers, secondees, agents, consultants, sub-contractors, proposed sub-contractors, professional advisers and proposed professional advisers where such disclosure is necessary for the Purpose, provided that in the case of disclosure of Information to ETI Affiliates, that this is limited to disclosure as is reasonably necessary for the purpose of ETI's governance of the Procurement and the Project.
- 6 ETI shall be entitled to disclose or make available any Information it receives from the Respondents to the Department of Business, Innovation and Skills (or other relevant Government department) and to the European Commission and their advisers as is

necessary to seek advice in relation to the application of state aid, to notify or as part of any detailed assessment of state aid in the Project.

- 7 ETI shall ensure that all such persons to whom any Information under clause 5 of this Agreement is disclosed are bound by obligations of confidentiality and ETI shall be responsible for breaches of the obligations by such persons.
- 8 ETI shall be entitled to disclose or make available any Information it receives from a Respondent to the other Respondent where it is necessary for the Purpose.
- 9 Each Respondent shall be entitled to disclose or make available any Information it receives from the ETI or the other Respondent to such of its employees, officers, consultants, subcontractors, proposed subcontractors and professional advisers where such disclosure is necessary for the Purpose provided that all such persons to whom any Information is disclosed are bound by written obligations that are no less restrictive than those in this Agreement. The Respondent disclosing Information shall be responsible for breaches of the obligations by such persons.
- 10 Each Respondent shall be entitled to disclose or make available any Information it receives from the ETI to the other Respondent where it is necessary for the Purpose.
- 11 The Receiving Party expressly agrees and accepts that except in the case of fraud, no representation or warranty, express or implied, is made by the Disclosing Party as to the accuracy, completeness, reasonableness or otherwise in respect of the use of the Information, and that neither the Disclosing Party or any of its affiliates nor any of its or their respective employees, officers, secondees, agents, consultants, sub-contractors and professional advisers (as applicable) shall have any liability to the Receiving Party as a result of the Receiving Party's possession or use of the Information.
- 12 The Parties agree that money damages would not be a sufficient remedy for any breach of this Agreement and that the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, but shall be in addition to all other remedies available at law or equity.
- 13 No rights or obligations other than those expressly set out in this Agreement are to be implied and nothing contained in this Agreement:
 - a constitutes an offer by or on behalf of the Disclosing Party; or
 - b confers upon the Receiving Party a licence or other transfer of rights in respect of any Party's interest in any Information or in any present or future patent or patent application; or
 - c affects the present or prospective rights of the Disclosing Party under the patent laws of any country or precludes the filing or prosecution of any patent applications by the Disclosing Party.
- 14 This Agreement represents the entire agreement between the Parties in relation to the subject matter contained herein and supersedes all other agreements and representations, whether oral or written. This Agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each Party. Each Party also agrees that it shall have no remedies or claims under this Agreement for any innocent or negligent misrepresentation based upon statements made prior to the date of this Agreement.

- 15 Neither Party will make any public announcements, statements or otherwise publicise the subject matter of this Agreement (or its existence) without the prior written consent of the other Party and neither Party will use the business names or trade marks of the other Party in any way without that Party's prior written consent.
- 16 This Agreement shall come into force on the Effective Date and shall continue in full force and effect, notwithstanding the completion of the Purpose, for a period of seven years from the Effective Date unless extended or superseded by a subsequent written agreement.
- 17 It is not intended that a third party (other than an ETI Affiliate) should have the right to enforce a provision of this Agreement pursuant to Contracts (Rights of Third Parties) Act 1999.
- 18 The rights of the Disclosing Party under this Agreement are in addition to and not exclusive of rights under the general law and may be waived only in writing and specifically. Delay in exercising or non-exercise of any right under this Agreement is not a waiver of that or any other right, partial exercise of any right under this Agreement shall not preclude any further or other exercise of that right or any other right under this Agreement and waiver of a breach of any term of this Agreement shall not operate as a waiver of breach of any other term or any subsequent breach of that term.
- 19 If any provision of this Agreement is or become illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
 - a the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - b the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.
- 20 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 21 Except as provided otherwise, no person may assign any of its rights under this Agreement or any document referred to in it.
- 22 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.
- 23 This Agreement shall be construed in accordance with and governed by English law and the Parties hereby submit to the non-exclusive jurisdiction of the English Courts.

The Parties have caused this Agreement to be executed by their duly authorised representatives.

ENERGY TECHNOLOGIES INSTITUTE LLP

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1

RESPONDENTS	SIGNATURE
Company Name Company Number Address of Company	By Name Title
Company Name Company Number Address of Company	By Name Title
Company Name Company Number Address of Company	By Name Title
Company Name Company Number Address of Company	By Name Title
Company Name Company Number Address of Company	By Name Title
Company Name Company Number Address of Company	By Name Title

APPENDIX D BACKGROUND IP DUE DILIGENCE

RESPONDENT NAME:

Please set out in this table any Background IP or Third Party IP needed by your organisation for the Project or for the ETI to use the Works

Description of IP	Legal Type of IP (Copyright, know how, patent etc.) If registered IP please give registration number.	Ownership/Control of IP (please confirm if Participant owns or is licensee of IP)	Category A = needed by Participant during Project B = needs to be licensed to other Participants during the course of the Project C = needs to be licensed to the ETI to enable exploitations of the Works and the Arising IP	If the Participant does not solely own the IP for Categories A or B, please provide documentary evidence of rights to that IPR including rights to sub-licence.