

STRICTLY CONFIDENTIAL

OFFSHORE WIND ACCELERATOR (OWA)

Stage IV Year 1

RESEARCH AREA: [To be completed]

Project title

Scope of Work

Date

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1. Introduction to the Offshore Wind Accelerator

- 1.1. The Offshore Wind Accelerator (“**OWA**”) is a collaborative R&D programme between The Carbon Trust, SSE Renewables Developments (UK) Limited, Ørsted Wind Power A/S, RWE Renewables International GmbH, ScottishPower Renewables (UK) Limited, Equinor ASA, Vattenfall Vindkraft A/S, EnBW Energie Baden-Württemberg AG, Shell Global Solutions International B.V. and innogy SE (the latter 9 collectively referred to in this document as “**OWA Partners**”) that aims to reduce the cost of offshore wind as well as provide insights regarding industry standard (and best practice) health and safety requirements.
- 1.2. The focus is on improving the economics of offshore wind farms in European waters through developing innovative technologies that can be deployed in planned and operational European projects.
- 1.3. The Offshore Wind Accelerator currently covers five research areas:
 - Offshore Foundations
 - Yield & Performance
 - Logistics & O&M
 - Electrical Systems
 - Cables
- 1.4. Contractors receive technical direction and data from OWA Partners through the Carbon Trust management team and through their respective Technical Working Group (“**TWG**”) (see Figure 1).
- 1.5. This project will fall under the **XXXX** research area.

2. Background and Objective of the Work

- 2.1. *[Background text to be inserted]*

3. Contractor Requirements

Responsibilities and Support of Carbon Trust Resources

- 3.1. **[Project manager name]** of the Carbon Trust will serve as overall Programme Manager and also as the main point of contact for the Contractor. If the Programme Manager becomes unavailable for any reason, the Carbon Trust shall make reasonable alternatives available.
- 3.2. The Contractor shall be responsible to the Carbon Trust for discharging its responsibilities under the Contract to deliver the **PROJECT TITLE** project. The Contractor will also be responsible for the performance of all activities listed in this Scope of Work except where responsibility is allocated elsewhere in this document.
- 3.3. The Programme Manager will be the Contractor’s first point-of-contact for all matters concerning the Contract and shall be primarily responsible for providing the Contractor with all instructions, releases, approvals and the like. The Programme Manager will review any Project Deliverables (defined in Annex C of this Scope of

Work) and will approve invoices accordingly if such Project Deliverables meet the agreed standard.

- 3.4. The Contractor shall, prior to commencement of the Contract, appoint a named person as the Contractor's Representative who shall be responsible for the overall quality and timeliness of the activities performed and Project Deliverables created under this Scope of Work.
- 3.5. The Contractor will manage and deliver the work packages as defined in Annex C. This role will involve working closely with the designated Programme Manager, the OWA Steering Committee and the Technical Working Group set up for this specific project.
- 3.6. The Contractor will be required to provide services in the form of one or more lead consultants as required by the Carbon Trust to lead delivery of the project to the required scope, within the given budget and in the allocated time. The Contractor will need to be flexible to the requirements of the workload.
- 3.7. The Contractor is expected to work at their own premises but also to meet regularly at the Carbon Trust's offices in London, probably around once every two months, including attendance at OWA Steering Committee meetings when required. In addition, a certain amount of travelling, both within the UK and overseas, may be required during the Contract in order to engage with relevant companies in the sector and to ensure the robust delivery of the project.
- 3.8. The core activity under the Contract is to manage and deliver the Scope of Work. The Contractor may be required to undertake a range of other tasks that fall within the scope of the Contract but that are not necessarily specified here, to enable the efficient and smooth operation of the OWA. The Contractor will be required to report regularly to the Steering Committee, complete schedule and budget reports each month (Flash Reports), convene Technical Working Groups (TWGs) and draft a written report at the end of the different phases of the work, containing a detailed assessment of everything conducted and recommendations for future work. This report should be presented upon the completion of all activities as required by the Contract and in accordance with the specific dates and/or time periods specified in this Scope of Work. Without limiting the reference in this paragraph to the range of other tasks falling within the scope of the Contract, the Contractor may also be requested by the Carbon Trust to provide additional services with respect to additional analysis or more in depth work on any or all aspects of the project referred to herein. Such additional analysis or more in depth work shall form part of the Services defined in the Contract. The Contractor must be prepared to receive such requests(s) and provide such additional Services agreed between the parties.
- 3.9. The Contractor must appoint secondary "backup" resources in order for the Contractor to continue providing the services in the event that the primary consultant(s) is (are) unexpectedly unavailable for periods of more than 1 week (for instance, due to illness or vacation). The nominated primary consultant(s) must be available to work on the project for the expected duration of the Contract, and only in exceptional circumstances should a replacement be necessary.

Management of Progress

- 3.10. Work and expenditure under the Scope of Work shall be monitored throughout the duration of the Contract by the Programme Manager. Flash Reports are to be provided by the Contractor to the Programme Manager at the end of each month

after the start of the project. The Flash Report template will be provided to the Contractor at the beginning of the project.

- 3.11. The Carbon Trust will be entitled, at reasonable notice, from time to time during the term of the Scope of Work (and for a period of 2 years following its termination for any reason) to inspect all of the Contractor's book of accounts and records so far as they relate to the subject matter of the Contract.
- 3.12. Failure to submit Project Deliverables in a timely manner at the end of a stage will be grounds for suspension or termination of the Contract as described in section 5.2. Any suspension, reinstatement or dismissal shall be solely at the discretion of the Programme Manager.

4. Contract Price & Commitments

- 4.1. The Contract price to be paid by the Carbon Trust to the Contractor under the Contract will be on a time and materials basis capped at the approved maximum cost specified in the Award Letter ("**Approved Maximum Cost**").
- 4.2. The total price and any expenses paid or payable under the Contract shall not in any circumstances exceed the Approved Maximum Cost. The Approved Maximum Cost shall be the maximum sum for which the Carbon Trust shall be liable under the Contract to pay the Contractor for all work and services. The Approved Maximum Cost may be revised by the Carbon Trust in order to accommodate any adjustment necessary in relation to any additional services required by the Carbon Trust and agreed between the parties.
- 4.3. The Approved Maximum Cost for the Contract shall be equal to the Contract price. The Carbon Trust Programme Manager reserves the right to vary the Approved Maximum Cost by informing the Contractor of the revised Approved Maximum Cost in writing at any time.
- 4.4. It shall be sufficient authority for the Contractor to undertake services or work in accordance with the Contract if it has received a purchase order from the Carbon Trust.
- 4.5. Notwithstanding any other term of the Contract:
 - i) the Carbon Trust shall not be liable to pay the Contractor for any service or work in connection with this Contract unless and until it is authorised in accordance with section 4.4; and
 - ii) the amount payable to the Contractor shall not exceed the amount stated in the purchase order; and
 - iii) in no circumstances shall the total amount payable by the Carbon Trust to the Contractor, for the work or services to be carried out under the Contract, including project expenses, exceed the Approved Maximum Cost.
- 4.6. If the Carbon Trust terminates or suspends the Contract under section 5.1 or 5.2 provided that such termination or suspension does not arise out of any default of the Contractor (or any of its employees, agents or sub-contractors) or any failure to perform to the Carbon Trust's satisfaction under the Contract, then subject to sections 4.5.iii) and 4.7, in such circumstances the Carbon Trust will pay the

Contractor a proportion of the next instalment of the Contract price falling due for payment, pro rata to the proportion of the period allocated for the then current sub-phase that has elapsed at the date of the termination or suspension.

- 4.7. The Contractor shall, if requested by the Carbon Trust, deliver to it all work and Project Deliverables (including work in progress and incomplete Project Deliverables) that have been undertaken prior to the date of termination or suspension (as the case may be).

5. Contract Duration and Early Termination

5.1. The Contract will commence on the date specified in the Award Letter and shall continue until the project has been completed in accordance with the Contract, to the satisfaction of the Carbon Trust and subject to the rights of early termination and break under the OWA Conditions of Contract and under section 5.2 below, but in any case shall be subject to termination upon 30 calendar days' notice by the Carbon Trust at the discretion of the Programme Manager.

5.2. In addition, the Carbon Trust will have the right to immediately suspend or terminate the Contract without liability either in whole or in part after any of the sub-phases if:

- i) satisfactory Project Deliverables are not submitted in a timely manner; and/or
- ii) activities agreed with the Programme Manager are not being completed to the timescales and/or quality standards set out in the Contract or otherwise agreed between the Contractor and the Programme Manager; and/or
- iii) the work or service is not likely to be completed within the Approved Maximum Cost.

Judgement as to whether these conditions are met will be at the sole discretion of the Programme Manager.

6. Invoicing & Payment

6.1. Payments for the Contract price to the Contractor will only be made upon presentation by the Contractor of a valid invoice stating:

- i) The current purchase order number
- ii) The Contract number
- iii) The name of the Programme Manager: **PM NAME**
- iv) Description of work completed and account for resources expended

6.2. All invoices are to be issued electronically to accountspayable@carbontrust.com, with **PM NAME (XXXX@carbontrust.com)** on copy, or to another email address as advised in writing by the Carbon Trust to the Contractor.

6.3. The payment terms for this project will be within 30 days of the Carbon Trust's receipt of a valid and undisputed invoice from the Contractor. The Carbon Trust shall

be under no obligation to make any payment whatsoever to the Contractor in respect of any work or services not completed in accordance with the Contract.

- 6.4. Provided that the Contractor has complied with the OWA Conditions of Contract, payments will be made when a Work Package (defined in Annex C of this Scope of Work) has been completed and the Project Deliverables accepted by the TWG.

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Annex A – Programme Schedule

The following shows the anticipated programme schedule which may be subject to change dependent on the outcomes of the project and the date of the kick-off meeting.

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Annex B – Contract Price and Milestone Payment Schedule

Work Package	Amount	Milestone completed	Project delivery date
WP1:			
WP2:			
WP3:			
WP4:			
WP5:			
WPA: Project Management			
WPB: Expenses			
Total			

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Annex C – Detailed Scope of Work

[Final scope of work will be inserted here including any adjustments or improvements suggested by the Contractor]

WORK PACKAGE	Description of work
-	
-	
-	
WPA. Project Management	The contractor should stipulate how they will manage the project efficiently and effectively. This should include specific costs for project management time, to include update calls with the Carbon Trust Project Manager and/or Technical Working Group as required.

	<p>This should also include production of a one page executive summary for the whole project, for internal dissemination. Carbon Trust will provide the template for this. The budget should also accommodate production of a final presentation and time dedicated to presenting this in the form of a short webinar to invitees from the developers of the OWA.</p> <p>Finally, if appropriate, resource should also be allocated to provide inputs into the 'OWA Cost Model'. The contractor is not expected to produce a cost model of its own, but rather provide guidance on the effect of the research on inputs to the 'OWA Cost Model'.</p>
<p>Project Deliverables:</p> <ul style="list-style-type: none"> - DXX: Monthly flash reports - DXX: Project executive summary - DXX: Delivery of webinar - DXX: Inputs to OWA Cost Model 	
<p>WPB. Expenses</p>	<p>The contractor should detail the capped amount of expenses it expects to incur throughout the project. Expenses will be paid as incurred and any unused balance will not be paid.</p>