



This document was prepared for the ETI by third parties under contract to the ETI. The ETI is making these documents and data available to the public to inform the debate on low carbon energy innovation and deployment.

**Programme Area:** Offshore Wind

**Project:** Floating System Feed Study GL

**Title:** Offshore Wind Floating System Demonstrator - Request for Proposal

---

**Context:**

This project draws upon earlier ETI studies. These showed that floating foundations could be very attractive, by allowing the UK to access higher wind sites that are reasonably close to shore. Our analysis suggests that floating offshore wind has the medium to long term potential to deliver attractive energy costs. The Glosthen Associates, a US-based naval architecture and marine engineering firm have designed a tension leg platform (TLP) floating system demonstrator through a Front End Engineering Design (FEED) Study.

---

**Disclaimer:**

The Energy Technologies Institute is making this document available to use under the Energy Technologies Institute Open Licence for Materials. Please refer to the Energy Technologies Institute website for the terms and conditions of this licence. The Information is licensed 'as is' and the Energy Technologies Institute excludes all representations, warranties, obligations and liabilities in relation to the Information to the maximum extent permitted by law. The Energy Technologies Institute is not liable for any errors or omissions in the Information and shall not be liable for any loss, injury or damage of any kind caused by its use. This exclusion of liability includes, but is not limited to, any direct, indirect, special, incidental, consequential, punitive, or exemplary damages in each case such as loss of revenue, data, anticipated profits, and lost business. The Energy Technologies Institute does not guarantee the continued supply of the Information. Notwithstanding any statement to the contrary contained on the face of this document, the Energy Technologies Institute confirms that the authors of the document have consented to its publication by the Energy Technologies Institute.

# Request for Proposal (RfP)



Title of Services for which Proposals are Requested:

## **Offshore Wind Floating System Demonstrator**

Request Issue Date: 25 October 2011

Deadline for Notification of Intention to Submit a Proposal: 6 January 2012

Closing Date: 27 January 2012

Contact for Enquiries:

Suzanne Nash

Programme Management Office Officer

Tel: +44 (0)1509 202009 or Switchboard: +44 (0)1509 202020

Email: [offshore.wind@eti.co.uk](mailto:offshore.wind@eti.co.uk)

Address for Notifications and Submission of Proposals:

Energy Technologies Institute LLP

F.A.O.: Suzanne Nash

Holywell Building

Holywell Way

Loughborough

LE11 3UZ

Email: [offshore.wind@eti.co.uk](mailto:offshore.wind@eti.co.uk)

## Contents

1.	Introduction and Overview of ETI Requirements.....	3
1.1.	Introduction to the Energy Technologies Institute .....	3
1.2.	ETI approach to Health & Safety and the Environment.....	3
1.3.	Background to the Project .....	3
1.4.	Required Outcomes.....	4
1.4.1	Interaction with other ETI projects .....	5
1.4.2.	Stage 1 .....	5
1.4.3.	Stage 2 .....	7
1.4.4.	Stage 3 .....	8
1.5.	Value Proposition .....	8
1.6.	Project Organisation Structure.....	8
1.7.	ETI and State Aid .....	9
2.	Commissioning Process and Estimated Timeframes .....	10
2.1.	Response to Request for Proposal and Selection.....	10
2.2.	Project Shaping and Contract Negotiation .....	10
2.3.	Project Commissioning and Project Timeframes .....	11
3.	Request for Proposals Process and Terms.....	12
3.1.	Content and Format of Submissions.....	12
3.2.	Acceptance, Review and Selection of Proposals .....	13
3.2.1.	Selection Criteria.....	13
3.2.2.	Selection Process .....	15
3.3.	Important Notices .....	15
4.	Project Funding and Payment.....	17
5.	Terms and Conditions for Project Contract .....	17
6.	ETI Approach to Intellectual Property .....	18
Appendix A	Content and Format of Proposals .....	19
Appendix B	Summary of Terms and Conditions for Project Contract .....	30
Appendix C	Due Diligence Information Requirements.....	34
Annex C2	Organisational Due Diligence Questionnaire.....	36
Appendix D	Statement of Compliance.....	37
Appendix E	Non Disclosure Agreement .....	38
Appendix F	Notification of Intention to Bid .....	44
Appendix G	Glossary .....	45

## **1. Introduction and Overview of ETI Requirements**

### **1.1 Introduction to the Energy Technologies Institute**

The Energy Technologies Institute LLP (ETI) is a private organisation formed as an innovative Limited Liability Partnership between international industrial energy companies and the UK government.

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

We will do this by leveraging the skills, capabilities and market access routes of our 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 will 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 and transport.

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

Further information can be found on our web-site at [www.energytechnologies.co.uk](http://www.energytechnologies.co.uk).

### **1.2 ETI approach to Health & Safety and the Environment**

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.

The ETI expects that:

- The Respondent will demonstrate its approach to health, safety and environmental matters throughout any Proposal to the ETI (See, for example, Appendix A Section 10) and,
- All successful Participants will be expected to work with the ETI throughout any ETI project to assure the ETI that health, safety and environmental risks are being managed appropriately; and
- All successful Project Organisations will have the obligation and freedom to raise health, safety and environmental concerns throughout the Project, including in relation to Project requirements that create recognisable risk(s) at any time.

### **1.3 Background to the Project**

The UK has been estimated to have over 33% of the total European potential offshore wind resource - enough to power the country nearly three times over. Exploiting this economically, however, will require significant developments of the technologies required to build, operate and support large offshore wind arrays.

The ETI Offshore Wind Programme objectives are:

- Reduce electricity costs to be competitive with conventional low carbon generation by 2050;
- Increased availability: annual farm availability to be increased to 97- 98% or better, equivalent to onshore wind today;
- Reduced risks: Reduction in technical uncertainties to allow farms to be financed in a manner, and at costs, equivalent to onshore wind today.

Offshore Wind was one of the first two Programmes launched by the ETI. A joint Call for Expressions of Interest was launched by the ETI and The Carbon Trust on 17 December 2007. As part of its Offshore Wind programme, the ETI funded three turbine systems design projects which considered specific issues relating to the challenges facing the offshore wind industry. Further details are available from the ETI's website.

Outputs from the three completed turbine systems design projects (Helm Wind, Deepwater and NOVA) have confirmed our original targets as realistic and identified some promising targets for further project work.

This Project is based on the insights from these earlier studies. While floating turbines have a higher capital cost, they can access near-to-shore, higher wind sites off the West coast of the UK. The studies showed that this access to high winds close to shore means they may be an attractive investment; especially compared to some 'Round 3' sites which are located a long way from shore in areas of lower wind. These studies also indicated that the global market for floating turbines is likely to be considerable.

The ETI sees floating turbine technology is of strategic importance to both UK energy supply and industrial strategy. We are now therefore seeking partners to undertake the development, installation and commissioning of a full scale floating wind turbine system demonstrator by 2015/16 which is aimed at 60m to 100m water depth.

#### **1.4 Required Outcomes**

The aim of the Project is to accelerate the market introduction of floating foundations for offshore wind farms and break down the barriers to their deployment. The required outcome of the Project is the manufacture and testing of a floating foundation that is integrated with an existing state of the art wind turbine at full size, rather than demonstration solely of manufacturing technology or a floating concept at smaller scale.

The ETI recognises that different Respondents will propose different technologies and different project approaches.

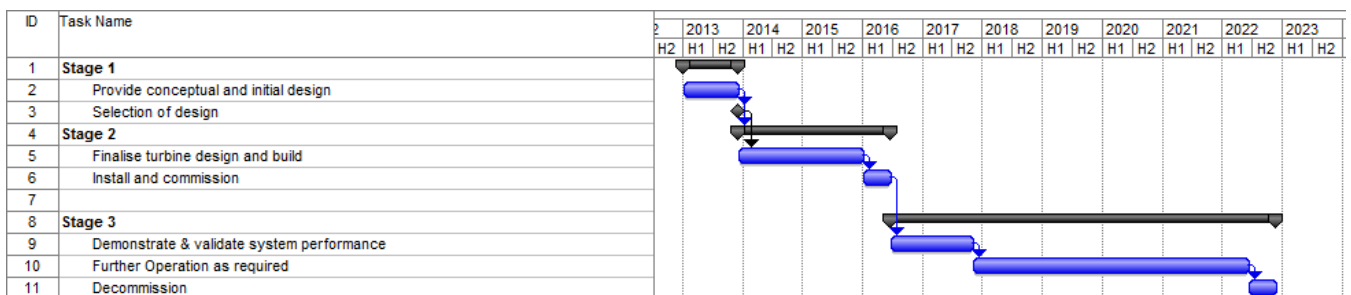
The outcomes for this floating system demonstrator Project are to:

- Design, construct and install a floating system demonstrator by late 2015 / early 2016 (using an existing installation vessel at a near shore and high wind (up to around 10 m/s) site with water depth between 60-100m and a tidal range and wave profile typical of the UK West coast);
- Operate the system for a period of at least two years (to the end of 2017) to:
  - Demonstrate that the system can operate with high yield and be maintained without the need for ETI to support the construction of a new installation vessel;

- Verify the system technical and economic performance predicted by the system models developed at the design stage;
- Pull forward commercialisation of the enabling technologies to deploy the abundant near shore, 60-100m water depth, and high wind speed resources in the UK by at least 3 years;
- Operate the system for up to a further 8 years, to provide a platform for further developments and revenue from electricity generation

The way in which anchoring, systems control and cable connection is integrated into the Project could be a key differentiator between stronger and weaker Proposals.

The Project will be structured with the stages shown in the diagram below. Stage gates, to review the outcome before proceeding, will be held at the end of Stage 1 and after the completion of detailed design in Stage 2. A further stage gate, to review results and agree future activity, will be held at the end of the initial demonstration activity during Stage 3.



The timing shown in the diagram above is for illustration purpose. Respondents need to propose their own timing plans for each stage and are welcome to propose alternative structures for Stages 2 and 3.

### 1.4.1 Interaction with other ETI projects

In parallel to this Project, the ETI will commission an additional project to provide a test site for the floating system demonstrator. During the contract shaping phase, the ETI expects to provide details of possible sites to Respondents; Respondents should then design to suit the requirements of these sites. Participants will be required to work with the ETI to obtain the necessary consents and permits required for the demonstrator site.

In addition, the ETI will also commission, during 2012, a study that will examine the business case and technology comparisons for a floating foundation. This report will influence the ETI's evaluation at the end of Stage 1.

### 1.4.2 Stage 1

The first stage will be a concept and initial study. Its aim will be:

1. To provide a sufficient detailed design to enable the ETI to fully evaluate the solution proposed and be satisfied that it is capable of delivering our required outputs;
2. To provide a business case to justify the ETI's and Participants' continued investment in the Project;

3. To provide sufficient clarity/certainty that the Participant(s) are prepared to commit to a fixed price and schedule through to the end of Stage 2;
4. Develop a joint, shared, understanding of the risks involved in delivering the Project and agree how such risks will be mitigated.

It is likely that more than one Project will be commissioned to carry out this first stage, with a further selection panel for the full project taking place once Stage 1 is complete. More information on this selection process will be provided at the industry information day on 7 December 2011

The first stage will include (but not be limited to):

- Confirmation of the proposed floating system solution. This includes relevant aspects of stability control, installation, anchoring and O&M strategy;
- Prediction of the system technical and economic performance;
- Business case for continued investment by the ETI and Participants. This will include confirmation of market opportunity, timing competitiveness and plans for commercial exploitation;
- Technical, economic and risk comparison of the proposed concept with other known floating concepts in the literature;
- Confirmation of water depth banding limits and the associated wind and wave regimes and suitability to operate at the site(s) specified by The ETI during the contract shaping phase;
- Confirmation of partnership with a credible turbine OEM who is able to provide turbine design data for and a “state of the art” 5 to 7 MW offshore wind turbine for Stage 2;
- Sufficient design that the Participant(s) are prepared to commit to a fixed price and schedule through to the end of Stage 2;
- Proposed timing and cost plan for Stage 2;
- Project risk register, covering technology, delivery, operational and business risks; including mitigation plans;
- Technology Readiness Level (TRL) and Manufacturing Readiness Level (MRL) maps, with a gap analysis and gap closure plan;
- HazAn and HazOp review;
- Health, Safety and Environment plan for Stages 2 and 3;  
Negotiation of contract(s) for stages 2 and 3. It is anticipated at this stage that the “build” contract under Stage 2 is likely to be based on a modified MF/1 contract

Earlier ETI projects considered a wide range of turbine and structure configurations and we are clear that our target is a three-bladed, horizontal axis wind turbine on an individual support structure.

Participants will be required, as part of the Project, to provide an offshore wind turbine in the 5MW to 7MW size range for installation on the floating foundation. The type of wind turbine and confirmation of availability for this Project will be required before the end of Stage 1.

The ETI is aware that there are two basic design concepts for a floating system that could be suitable for water depth between 60m to 100m:

1. Tension leg platform (TLP); or
2. Semi-submersible structure.

Based on the Deep Water project study, our view is that a TLP based structure could satisfy the stability requirements for water depth between 60m to 100m. However innovative anchoring systems are needed to reduce the total cost.

We are not clear whether semi-submersible structures could meet the stability requirements and be cost competitive with TLP structures.

If a Respondent wishes, they may propose other floating foundation technologies.

### **1.4.3 Stage 2**

The second stage will involve the completion of a detailed design, building of the floating system, installation and commissioning. It will provide the following high level outcomes:

- A floating system demonstrator installed at the site identified by The ETI using an existing installation vessel;
- System commissioned and operational at the chosen site

This stage will include, but not be limited to:

- Completion of a detailed design including structural design, drawings, sub-system and component simulation model development and detailed analyses, testing of high-risk key sub-systems and components;
- Detailed coupled dynamic analyses for the turbine and foundation and development of the stability control system;
- Detailed manufacturing specifications for all the components and sub-systems to assemble the full demonstrator system;
- Detailed installation methods and anchoring systems, operation and maintenance strategies suited to the environment; [or the identified site?]
- Timing and cost plan to include detailed work-plans for procurement, assembly, testing, installation, commissioning, demonstration and decommissioning;
- Procurement, assembly, testing, installation and commissioning of the full demonstrator system;
- Respondents will need to develop principles of a next phase demonstration plan which could integrate a next generation turbine with longer blades. These blades are being developed by the ETI in a separate project.



### 1.4.4 Stage 3

The third stage will involve operation and decommissioning of the floating system demonstrator. The outcomes of this stage will be:

- Validation of the new system in real-world applications against the key technical and economic performance predictions made through detailed design studies;
- Demonstration that the floating system demonstrator can operate with a capacity factor greater than 40% and be maintained without the need for ETI to support the construction of a new vessels;
- Verification that the system performance, such as 'coupled turbine and floating structure dynamics' and 'economic performance' against the models developed at the design stage;
- Operation of the floating system demonstrator until the end of 2017;
- Potentially ongoing operation for a further period of up to 8 years; providing a platform for future development as well as revenue from electricity sales;
- Decommissioning of the floating system demonstrator, including the platform and supporting infrastructure in line with permitting requirements.

### 1.5 Value Proposition

The ETI expects to share the value created by this Project between the Participants, itself, the Members, and the wider industry. The level and share of funding provided by the ETI for this Project will determine the level of value that the ETI and its Members expect to derive. The level of ETI funding will depend on the overall scope and value proposition, but we are currently expecting to commit around £25M to the Project.

The funding structure and purpose of the ETI mean that we are a strategic investor in technology development and expect to derive a financial return in circumstances where the development is successful and generates significant business value for the Participants. This is central to our purpose to enable projects that would otherwise be considered too premature or too risky for the normal business funding of the Participants or elsewhere.

Whilst the specific value to each Participant will depend upon their specific participation and their business strategy, the value to the ETI, its Members and the UK economy can be provided in a variety of ways as described in more detail in Appendix A, Section 11. Within their response to this RfP, Respondents are expected to propose how they will provide value to the ETI, its Members and the UK economy.

### 1.6 Project Organisation Structure

It is very likely that more than one Project Organisation will be needed to work together in order to provide all the necessary knowledge, skills, experience and inputs to complete the Project.

The Respondents may choose either of the following structures: -

1. A Prime Contractor model. The Prime Contractor shall manage the Project (including the relationship with any Subcontractors), contract with the ETI and act as primary interface with the ETI.

2. A Consortium model. All of the Consortium Members contract with the ETI. The Consortium is governed by its own Consortium Agreement and led by a 'Lead Coordinator' to manage the Project and act as primary interface with the ETI. The Consortium Agreement will require approval by the ETI.

Either of the above contracting structures is acceptable to the ETI as long as the Respondent can demonstrate that they have followed an appropriate approach, to reflect the risk profile of the ETI's funding. In both structures the ETI will enter into a Project Contract with the selected party / parties (i.e. Prime Contractor or Consortium Members). The ETI starting point is that the **Prime Contractor** structure is preferred in the absence of a strong reason to adopt the Consortium structure.

For either option there must be a single organisation (Lead Coordinator or Prime Contractor) leading and acting as the primary interface with the ETI. This organisation shall appoint a Project Manager to lead and coordinate all activities of the Participants, and to liaise regularly with the ETI's Programme Manager to whom he/she is accountable on behalf of the Participants. This organisation shall also act as the Respondent for the purposes of this RfP. The Consortium must also appoint a Chief Technologist.

Under either contracting structure, it is critical that the Lead Coordinator or Prime Contractor is sufficiently empowered to lead the Project and accept full accountability for delivery to the ETI.

In the case of a Consortium, in which there is no natural contractual hierarchy, the Respondent is required to explain fully in its Proposal the agreed principles of their Consortium Agreement. The viability and strength of the Project governance model will be a Proposal assessment criterion.

## 1.7 ETI and State Aid

Funding from the ETI for this Project may constitute State Aid. The ETI has a specific State Aid clearance from the European Commission. In relation to its Proposal, the Respondent should note:

- Further information may be required to support the specific State Aid requirements of any Proposal during the procurement process;
- Successful Respondent(s) will be required to provide full transparency of costs throughout the Project to ensure both the Participant(s) and the ETI comply with EU State Aid law;
- Participants will need to agree to certain contractual obligations related to the State Aid requirements including the period in which Project records need to be maintained and obligations to return ETI funding in certain exceptional circumstances.

## **2 Commissioning Process and Estimated Timeframes**

### **2.1 Response to Request for Proposal and Selection**

A period has been allowed for the Respondent to submit a Proposal to the ETI according to the structure set out in Appendix A and other components of the Submission set out in Section 3.1.

The Respondent and other proposed Participants are required to enter into a Non Disclosure Agreement (NDA) with the ETI before submitting their Proposal. The form of NDA is provided in Appendix E. A clean copy for this project is available as a standalone document on the ETI website. Signed NDAs, together with formal notification of the intention to bid (in the form provided in Appendix F), should be returned to The ETI at the latest by 6<sup>th</sup> January 2012. The NDA must be completed by the Prime Contractor or in the case of a Consortium, each Consortium Member. In the latter case the NDA may be completed in counterpart with separate copies executed on behalf of each organisation.

The Respondent is encouraged to seek advice from the ETI to ensure full understanding of the ETI's requirements. Project briefing sessions will be held on the 7<sup>th</sup> December 2011. This will include a briefing session on ETI requirements. The discussions at the workshop sessions will be on a non-confidential basis. In addition, appointments can be made by potential Prime Contractors or Lead Coordinators for closed discussions. Appointments are on a first come, first served basis and are subject to ETI staff availability. The deadline for notifying the ETI of intention to submit the briefing sessions is 25<sup>th</sup> November 2011.

Any advice or clarifications of ETI requirements requested by and provided to any Respondent may be made available to all Respondents to ensure parity of information. The Respondent should consider presenting requests for advice and clarifications in a way that the ETI can respond to all Respondents without presenting any risk to the confidential information of a party.

Following the closing date for submission of Proposals, the ETI will convene a Selection Panel during February 2012 to recommend which Respondent(s) should proceed to the Project Shaping and Contract Negotiation stage of the Commissioning Process (see Section 2.2) based on the Selection Criteria (see Section 3.2.1). The Respondents may be requested to make a presentation to the ETI and the selection panel to support information provided in response to this RfP and must be available on the date specified; the attendance of the proposed Project Manager and Chief Technologist will be essential.

The ETI has allowed approximately one month to confirm the outcome of the Selection Panel; this would allow the ETI time, if required, to seek clarifications from one or more Respondents. However, the ETI would hope to be able to confirm the outcome of the Selection Panel sooner than the end of this period.

### **2.2 Project Shaping and Contract Negotiation**

Following selection, the ETI will invite a preferred Respondent (or Respondents) to enter into a period of project shaping and contract negotiations. See the tables in Section 2.3 for further details relating to anticipated dates.

The Project Shaping and Contract Negotiation Stage will include the following activities (as required and dependent on the level of detail provided in the Respondent's proposal):

- a) Negotiation and agreement of the detailed Commercial Offer, including warranties and guarantees;

- b) Detailing of the proposed technical programme, including definition of deliverables and acceptance criteria;
- c) Detailing and agreement of Project Stage Gates, where project performance and the business case are critically reviewed and decisions taken on whether to proceed with the Project;
- d) Detailing and due diligence relating to the breakdown of costs of the Project;
- e) Further Intellectual Property due diligence including the production of a patent study by the proposed Participants (see Appendix C
- f) Section 2 (ii) for further details);
- g) Other due diligence activities as required: refer to Appendix C for further details;
- h) Negotiation and agreement of the Project Contract (see Appendix B for a summary of anticipated terms);
- i) Agreement (and approval by the ETI) to terms of other key contractual arrangements (e.g. Sub-contracts, Consortium Agreement);
- j) Gaining all necessary Respondent and ETI approvals to undertake the Project; and
- k) Any further information or assessment that may be necessary to meet State Aid requirements.

As part of the above process, it is likely that the Respondent will be required to present a Final Detailed Offer to the ETI, addressing all technical, commercial, legal and financial issues.

The precise structure of the Project Shaping and Contract Negotiation stage will to some extent be depended upon the issues raised in the Respondent Proposals.

### 2.3 Project Commissioning and Project Timeframes

The following tables outline the anticipated schedule for the Commissioning Process. This also includes anticipated dates when project resources will be required to attend project shaping and contract negotiation meetings with the ETI.

The timing and the sequence of events resulting from this Request for Proposals may vary and shall ultimately be determined by the ETI.

Request for Proposal and Selection	Anticipated Date(s)
Issue of Request for Proposal.	25 Oct 2011
Deadline for notification to attend Project Briefing Event (Send an e-mail, stating your organisation and the names of attendees, to: offshore.wind@eti.co.uk).	25 Nov 2011
Project Briefing Event.	7 Dec 2011
Deadline for submitting a signed NDA (required in order to receive a draft Project Contract) See Appendix E.	6 Jan 2012
Deadline for submitting intention to submit a proposal as a	6 Jan 2012

Prime or Lead Contractor. See Appendix F.	
Closing date for submission of proposal.	27 Jan 2012
Selection Panel.	7 Feb 2012
Final down selection, if required.	6 Mar 2012

Appropriate resources required at following meetings:	
Total duration for project shaping and contract negotiations.	Feb / March 2012 through to December 2012
Specific dates contract negotiations meetings (timings and resources required) to be fixed during initial discussions.	

Contract finalisation and start dates	
Contract finalisation (determined by ETI Board timing)	November 2012
Contract signature target date	December 2012
Project start	January 2013

### 3. Request for Proposals Process and Terms

#### 3.1 Content and Format of Submissions

Interested organisations are required to make a collective Submission through their nominated Respondent as described in Section 1.6 above. The Submission shall comprise five components: -

1. Detailed Proposal, arranged according to the structure set out in Appendix A. The content must clearly demonstrate how the Prime Contractor/Consortium will meet the requirements and criteria set out in Sections 1 to 4 of this Request for Proposal. The Proposal must be written in a succinct manner and must not include imprecise statements, generalities or repetition. The Proposal must be easily readable with appropriate font sizes (11pt or larger), margin widths, and **shall not exceed a maximum of 65 pages**.
2. Supporting information as specifically set out in Appendix A.
3. Risk Register, as described in Appendix A, Section 9.
4. Due-diligence information as set out in Appendix C.
5. Statement of Compliance and, if appropriate, supporting information, confirming compliance with or identifying exceptions to the specification or anticipated contractual requirements, as set out in Appendix D. This must be signed by the Respondent: if a Consortium structure is proposed, every

member organisation of the Consortium must provide a separate Statement of Compliance.

Additional information (such as organisational brochures, etc) may be provided to accompany the Submission, but such additional information will not be taken into account when reviewing Proposals.

The Submission shall consist of **three (3) hard copies, separately bound, and an electronic copy**. The latter shall be provided in both PDF and Microsoft Word formats.

## 3.2 Acceptance, Review and Selection of Proposals

### 3.2.1 Selection Criteria

ETI expects that the capabilities and experience listed below will be critical to the successful execution of the Project; proposers are free to identify additional capabilities and experience which they consider to be critical or important to success or to provide reasoned arguments why capabilities identified by ETI are not required.

Experience with bid evaluation has shown that specific and objective evidence of capabilities and experience is more convincing than general statements about previous projects executed by the organisation. References from previous customers for similar pieces of work will be especially valuable.

Proposals will be reviewed and judged primarily against the criteria listed below and the supporting evidence supplied. Failure to meet minimum standards in any criterion may result in the ETI rejecting a Proposal. The ETI at its discretion may request further clarification of a Proposal, and may reject any Proposal which is unclear.

(a) Generic Criteria: -

- Organisations will need to demonstrate competence and compliance with requisite HSE/regulatory requirements for all aspects of the Project.
- Availability and stability of deployable resources to mobilise sufficiently rapidly and for sufficient durations (including contingency plans).
- Record and ability in quality, timely and on-budget delivery (of similar programmes) to the full satisfaction of the main stakeholders.
- Ability and experience in collaborative working.
- Knowledge and previous experience of industry, customers, environment, technologies, and of this type of development.
- For the lead organisation particularly, project management expertise.

In relation to the last two bullets, we would like to emphasize that the ETI places **great** emphasis on two critical roles in major projects – Project Manager and Chief Technologist.

The Project Manager is responsible for delivering the Project outcomes by managing and progressing the Project to time and cost, handling information

flows and commercial issues, ensuring effective team-working and the continued engagement and support of key stakeholders.

The Chief Technologist is responsible for the technical quality and content of the work, ensuring the competence of key technical staff allocated to individual work packages, the effective review of key outputs and the effectiveness of detailed technical planning to ensure that the emerging results of work are fed back into the forward plan. In essence this responsibility is to assure the technical quality of the Project and its outcomes.

The ETI will assess the competence, experience and authority of these two people and their ability to work together as critical to Project success. The ETI expects these two roles to be filled by the same people throughout the life of the Project.

(b) Specific Technical Criteria: -

ETI expects that the capabilities and experience listed below will be critical to successful project execution; proposers are free to identify additional capabilities and experience which they consider to be critical or important to success or to provide reasoned arguments why capabilities identified by ETI are not required.

The expected capabilities and experience to be detailed in the Submission include:

- Demonstrated track record of successful leadership of similar scope technology developments by the Chief Technologist in related fields of engineering;
- Previous experience of Offshore operation with responsibility for Health and Safety;
- Knowledge of the global supply chain;
- Experience of floating structure development;
- In-depth knowledge and experience of offshore turbine installation, operation and maintenance;
- Experience of offshore cable installation;
- Integration of turbine and floating structure with particular reference to control, mechanical loadings and overall performance;
- Design for robustness; structured risk management and systems analysis tools such as FMEA etc;
- Techniques/methodologies to verify design; and
- Access to specialist facilities and capabilities required to execute the Project.

(c) Commercial Criteria: -

- Credible evidence of turbine OEM engagement to utilise proposed floating foundations;



- Commitment of sufficient human and financial resources to execute project;
- Strength of business plan that increases competition in the wind turbine foundation supply sector and value proposition to ETI; and
- Commitment of sufficient commercial, legal, technical and leadership effort to contract detailing and negotiation phase.

### 3.2.2 Selection Process

All Proposals will be evaluated by the ETI against the Selection Criteria.

As part of its evaluation process, in addition to ETI staff, the ETI will convene a Selection Panel, comprising experts selected by the ETI to provide the necessary expertise to consider the technical, commercial, legal and financial aspects of each bid. This may include experts drawn from ETI Members and third parties.

As part of the Project Shaping and Contract Negotiation Stage, the Respondent may be required to provide a Final Detailed Offer. In such a case, the ETI may convene a second Selection Panel and the Final Detailed Offer(s) will be reviewed against the Selection Criteria.

### 3.3 Important Notices

- 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 Commissioning 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 an executed Non Disclosure Agreement in the form set out in Appendix E. No part of a Proposal, or documents provided by the Respondent, shall be returned.
- e. The ETI reserves the right to (i) change the basis of, or the procedures for, the Commissioning 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 Proposals 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 Commissioning 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. The Respondent 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. The Respondent shall be wholly responsible for the costs it incurs in the preparation and submission of its response to the Request for Proposal. 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 Proposal process, including but not limited to any costs or expenses incurred up to the execution of the Project Contract.
- i. The ETI may, at its discretion, shortlist Respondents for the next stage of the Commissioning Process. 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 Section 3.3, 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 Commissioning 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 Commissioning Process. All documentation supplied by the ETI in relation to this Commissioning 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 the parties agree that the Courts of England 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 Funding and Payment**

The ETI is an investor in technology, not a grant awarding body. We expect to see a sufficient return from the Project for our Members to regard the investment as justified. The ETI does recognise that there is a trade-off between time, cost and quality and, in a development project such as this, there is a degree of uncertainty.

The ETI funding model for this Project is designed to: -

- Enable effective delegation from the ETI to ensure risk and uncertainty is managed within the Project;
- Ensure that the Project outcomes (described in Section 0) are achieved within predefined time and cost constraints;
- Enable the project to have sufficient flexibility to identify and implement innovative and cost effective solutions.

The ETI therefore intends to contract this Project on a planned cost basis, with a capped allowance for risk beyond which all costs shall be borne by the Project. The ETI will only pay for actual costs incurred up to this cap. The guide for The ETI's funding of this Project is £25m; costs above this will need to be met by Participants.

A break-down of the planned costs is required in the Respondent's Proposal. See Appendix A, Section 11 for further details.

The technical and commercial approach is designed to give the Project sufficient flexibility to optimise delivery within the available funding. Payment will only be made at the Review Points, subject to completion and acceptance by the ETI of the preceding deliverables and successful completion of the relevant Review Point. Accountant's reports supporting selected financial reports and invoiced amounts will be required prior to the ETI making payments. Details of these requirements will be agreed as part of the Project Contract negotiations during the Commissioning Process.

#### **5. Terms and Conditions for Project Contract**

The Project will be governed by a Project Contract. A summary of anticipated key terms and conditions of the Project Contract are included in Appendix B of this RfP, for information only.

During the Project Shaping and Contract Negotiation Stage of the Commissioning Process (see Section 2.2), a full draft Project Contract will be drawn up by the ETI based on its standard contracts for projects such as this. The provisions of the draft Project Contract will incorporate and/or have due regard to the information in this Request for Proposal.

As indicated in Section 2.1, the Respondent is invited to submit a notification of its intention to bid in the form included at Appendix F of this RfP, together with a signed NDA in the form included at Appendix E of this RfP. The ETI will only release the full terms and conditions of the draft Project Contract to a Respondent where a properly executed NDA is in place.

The Respondent is required to confirm its acceptance of (or identify any exceptions to) the summary terms and conditions of the Project Contract (see Appendix B) in the Statement of Compliance (see Appendix D).

Any third party funding agreements and, dependent on the selected Project structure, the Consortium Agreement between the Consortium Members and/or key Subcontracts will

require review and approval by the ETI prior to signature of the Project Contract with the ETI. A model Consortium Agreement is available from the ETI.

## **6. ETI Approach to Intellectual Property**

The purpose of the ETI is to generate new technologies which can be optimally exploited and which will be widely accessible in the medium to long term. We are an investor in technology, not a grant provider: as such we seek a return on the investment made. This may be in the form of Arising IP ownership or licenses, royalties and other arrangements.

The ETI therefore operates according to a set of intellectual property (IP) principles which govern how IP should be dealt with and which are reflected in the Project Contract which Participants enter into with the ETI.

Where a Participant has Background IP that is required to carry out the Project or the subsequent exploitation of any Project results, the Participant is expected to make this Background IP available on a non-exclusive basis; typically, this licence will be royalty-free where the Background IP is required for the Project, but may, if appropriate, be subject to a fair and reasonable royalty where the Background IP is required for exploitation of Project results. If Participants (or their proposed Subcontractors) fail to meet this expectation, the attractiveness to the ETI of the relevant Proposal may be adversely affected. The ETI will discuss this on a case by case basis during the initial selection of Proposals (see Section 2.1) and/or during the Project Shaping and Contract Negotiation Stage (Section 2.2) of the Commissioning Process.

Due diligence on Background IP will be required both in the Proposal (as requested at Section 12 of Appendix A of this RfP) and during the Project Shaping and Contract Negotiation Stage; Participants will be required at their own expense to undertake a patent study (see Appendix C, Section 2(ii) for further details).

The ownership and licensing of Arising IP is negotiated on a project by project basis by the ETI and potential Participants and the agreed terms are set out in the Project Contract.

In principle, the Project Participant that is best placed to manage any Arising IP will own it, although the ETI reserves the right to own Arising IP in certain circumstances. Where Arising IP is owned by a Participant, the Participant will be required to license the Arising IP it owns to the ETI exclusively, so that the ETI can in turn sub-licence it to anyone who has exploitation rights (see below).

Typically, for a limited period after completion of a Project, Arising IP will be (sub)licensed by the ETI for use and exploitation exclusively to one or more Participants, the ETI, the ETI Members and any Programme Associates; exploitation rights of the Project Participant(s) will be negotiated and set out in the Project Contract. It is anticipated that the respective exploitation rights of the ETI, its Members and each Participant organisation will be negotiated on a case by case basis and will depend (for example) on the Commercial Offer made to the ETI.

Participants should note that profit will not be paid for a Project in addition to the grant of a licence of Arising IP.

Generally, if requested, the ETI will grant rights to Project Participants who are academic institutions for the purposes of academic research and teaching. Publication of appropriate parts of the Project results will generally be permitted subject to an approval process.

More detailed information about the ETI's Intellectual Property Principles can be found on the ETI's website at [www.energytechnologies.co.uk/Home/aboutus/IP.aspx](http://www.energytechnologies.co.uk/Home/aboutus/IP.aspx)

## Appendix A Content and Format of Proposals

The Proposal shall be arranged according to the structure defined below and shall explicitly include all the information listed.

### 1. **Executive Summary** *[maximum 2 pages including Work Flow diagram]*

A summary of the Proposal, describing briefly:

- The organisation / Consortium undertaking the work;
- Summary of the technical approach, **key** milestones and **key** deliverables (to include estimated level of CO<sub>2</sub> benefit);
- Confirmation of compliance with the specification detailed in the Request for Proposals and/or brief summary of **key** exceptions/deviations;
- Total Project cost, funding requested from the ETI, sources of own funding and duration.

### 2. **Project Objectives** *[maximum 2 pages]*

The overall Project objectives are as specified in the Request for Proposals. The Respondent may provide subsidiary objectives if they think these are appropriate. The Respondent should also describe any Critical Success Factors which characterise a successful Project outcome or which are required to facilitate a successful Project outcome.

### 3. **Background to Proposed Participants**

#### 3.1 **Project Participants** *[maximum 1 page per Participant plus summary page]*

The Respondent should provide a brief description of each of the proposed Participant organisations, including any Subcontractors including:

- Key skills, knowledge, experience and previous track record in the area (technical, commercial and project management, including any UK-specific issues such as technology applicability to UK systems, UK industry practice, UK market/industry knowledge, etc);
- Key staff members involved (including a designated Project Manager and Chief Technologist), with the amount of each individual's time and role which will be dedicated to the Project, and detailing their experience – with CVs included in an Appendix (maximum 2 pages per individual);
- Alternate resources available to be deployed in the event that the above key staff members become unavailable;
- Relevant quality, health, safety and environment management systems.

#### 3.2 **Collaborative Working** *[typically 1 page]*

If the Project is to be undertaken by a group of organisations (whether as a Consortium or as Subcontractors), a table (typically ½ page) should also be provided to identify which Participant(s) is/are proposed to satisfy each of the specific criteria (skills, experience, etc) listed in the 'Acceptance, Review and Selection of Proposals' section 3.2 of the Request for Proposals.

Also, evidence of previous collaborative working (or subcontract management as appropriate) should be provided, both within and outside the Participant group [typically ½ page].

#### **4. Project Organisation** *[typically 2 pages]*

The Respondent should provide project organisational, project management, governance and control structures and processes (particularly for Consortia).

The Respondent should indicate in the structure each Participant and the position of the key individuals identified in Section 1.7 (including the Respondent's Project Manager).

The Respondent should identify in their Proposal any foreseen issues or difficulties in executing a Consortium Agreement and/or subcontracts (as appropriate).

#### **5. Programme of Work** *[typically 5-10 pages]*

The Respondent should provide a summary of the overall approach, including a description of the Work Flow which clearly identifies the key Work Packages, their interdependencies and how they contribute to the overall Project outcome.

The Work Flow should identify key Review Points and Stage Gates where overall progress on the Project will be critically reviewed.

The Work Packages should be broken down into Tasks and a Task-by-Task description of the proposed work provided, identifying for each Task: -

- The Task leader;
- Other Participants involved;
- Key dependencies;
- The technical approach (including use of any specific methodologies, techniques or tools);
- Task objectives;
- Deliverables, including for each deliverable a specification (e.g. quality, appearance, scope, function and purpose as appropriate) and proposed acceptance criteria.

As far as possible, the Respondent should be specific about the activities within the Task, e.g. including test/simulation matrices or stating a number of tests/simulations. Where Work Packages involve experimental work, the Respondent should identify the proposed test facility/site and provide a high-level justification for its use.

The detailed programme of work is not prescribed by the ETI, but any validation and demonstration plan is expected to have multiple Work Packages involving:

- 1) Engineering modelling and analysis.
- 2) Component level and sub-systems testing.
- 3) Laboratory and small scale testing of e.g. materials.

Any issues or assumptions in defining the schedule (e.g. inputs required from the ETI or other projects) should be explicitly stated.

A specific project management Task (or Tasks) should be identified describing all the activities in this area (e.g. regular meetings, reporting, Stage Gates etc). Note that throughout Project delivery the ETI may require reports of monthly progress with supporting financial data, reports to substantiate completion of each milestone, etc. The details of depth and frequency of reporting will be agreed during contract negotiation.

Any relevant activities related to but not included within this Project and the relationships with these activities, should also be described.

#### **6. Deliverables and Payment Milestones** *[typically 2 pages]*

Following the detailed specifications of each deliverable in this Section 6, a summary table should be provided detailing the proposed Payment Milestones and how they relate to the completion of deliverables as planned. Note that the ETI approach is that Payment Milestones should be based on points in the project where major deliverables and value have been delivered to the ETI (e.g. completion of major tasks / work packages / reports). The Proposal should demonstrate how ETI release of funds is matched to measurable progress in delivery and proportionate to costs incurred.

**7. Project Schedule** *[typically 2 pages]*

The Respondent should provide a time schedule for the Project (e.g. in the form of a Gantt chart) showing the main Work Packages, Project stages and main Tasks within each Work Package and stage. This should clearly identify: -

- Task durations and dependencies (including any inputs required from the ETI or other parties and any other external dependencies). Timing for obtaining any environmental permitting etc. should be explicitly included.
- Contingencies and critical path;
- Project deliverables;
- Payment Milestones and other relevant milestones;
- Project Stage Gates (i.e. major review point(s) in the Project).

**8. Project Curtailment and Exit** *[typically 2 pages]*

Although the ETI is fully committed to the completion of this Project, there may be circumstances where the parties agree that continuing with the Project is not justified or where external circumstances prevent completion.

The Respondents should set out its view of the events or circumstances which might cause it to propose Project curtailment and the basis on which this would then occur and how any liabilities would be shared between the parties.

In addition to ongoing termination rights relating to non-performance or breach of contract, the Project Contract will include specific termination rights relating to Stage Gate Reviews, should Stage Gate criteria not be met. For each Stage Gate review set out in Section 6, the Respondent should propose outline criteria against which Project progress towards the desired outcomes should be reviewed, in respect of: -

- Project performance against plan (time/cost/quality);
- Projected techno-economic performance of the technology (i.e. refinement of projections made pre-contract);
- Development of the business case.

**9. Risk Management** *[maximum 2 pages plus Risk Register]*

The Respondent should describe in full the proposed risk management strategy (i.e. how risks to the successful delivery of the Project will be identified and managed throughout the Project). They should also separately provide a Risk Register as an appendix, identifying the key challenges, risks (including any assumptions or dependencies identified earlier), issues and opportunities which may affect the successful delivery of the Project outcomes and identifying planned activities to address / mitigate each item.

Whilst not being prescriptive about the style and format of the Risk Register, it is expected that it will:



- a) Show clear evidence of triage into: those risks which are so serious in terms of frequency and impact that they need to be kept under review by the Project leadership (and regularly shared with the ETI); those risks that are sufficiently serious that they need to be managed within the project team; and those risks which have been recognised but which are not judged as material;
- b) Identify the causes of the risk and the likelihood of them occurring during the Project;
- c) Identify the consequences of the risk and the scale of impact on project delivery and key stakeholders;
- d) Identify the degree of knowledge or uncertainty about the risk;
- e) Identify who is the risk (or issue) manager;
- f) Show what actions are in place to reduce the likelihood of the risk materialising (controls);
- g) Show what precautions or provisions will be implemented to reduce the impact of the risk, should it occur (mitigation);
- h) Identify any actions in place to investigate or increase knowledge of poorly understood risks; and
- i) Identify any systems or actions that will be implemented to detect that a specific risk is developing, has started to occur or its likelihood or impact has increased (monitoring).

It is expected that no more than ten risks would be managed by the top team, rather more at the next level and many more that have been recognised with no further action planned. The ETI will only consider the top two categories, but Respondents may provide the complete register.

A summary of key risks should be included in the Proposal, with a complete risk register as described above provided as a separate document.

#### **10. Health, Safety & Environment Management (HSE) [typically 3 pages]**

The Respondent should demonstrate an integrated approach to managing HSE throughout the Proposal.

In this section of the Proposal, the Respondent should summarise its approach to manage and coordinate HSE in the Project.

This should include key roles and responsibilities of different proposed Participants and Subcontractors. The Respondent should demonstrate relevant experience of and competence in identifying and managing HSE issues in projects of equivalent complexity and scale, including:

- (a) Coordination and management of HSE across multiple Participants and Subcontractors, if applicable;
- (b) Incorporating safety into design, if applicable; and
- (c) HSE management evidence gathering and reporting.

The ETI will carry out a full HSE competency assessment against the Respondent (the Prime Contractor and the members of any Consortium).

In addition, the ETI expects Participants funded by the ETI to provide evidence throughout the Project that HSE is being managed and that such arrangements are adequate. The Respondent is required to set out in its Proposal how the management arrangements of its Project organisation will enable such evidence to be provided.

The Respondent should note that specific health and safety requirements will be included in the Project Contract including reporting against health and safety performance on a periodic basis.

The Respondent will be expected to set out any key HSE risks in the Risk Register (referred to in Section 9 above) and to demonstrate that such risks will be effectively managed. In addition the Respondent is expected to identify any specific HSE issues related to specific facilities or sites.

In addition, in the event that the CDM Regulations apply to the Project (or any part of it), the ETI expects that the Lead Coordinator or Prime Contractor will elect to act as Client (as defined in the CDM Regulations) and details should be included to confirm which Participant will elect to be the Client. In the case of a Project which may be notifiable, details of the proposals to appoint a CDM Coordinator and Principle Contractor should be included. The Respondent should also set out their approach to managing Subcontractors.

To the extent that parts of the Project take place outside of the UK, the Respondent should deal with the analogous issues as they apply in the local laws of the relevant country of a Participant/where the relevant activities are taking place. The ETI may at its discretion request that the Respondent demonstrate during contract negotiations that local laws provide a sufficient basis for engineering management good practise.

**11. Commercial Offer** *[maximum 4 pages]*

The ETI anticipates that there will be significant mutual benefit for ETI Members (public and private sector) and the Participants in working together on the Project.

The ETI and its Members propose to fund this Project in order to:

- Meet the ETI’s objectives; and
- Generate a return on the investment made.

The Respondent’s Proposal should set out details of the proposed Commercial Offer to the ETI in this section to allow the ETI to assess the value expected to be delivered to the ETI through this Project. The Respondent should consider all types of ‘value’ and propose a fair Commercial Offer to the ETI and its Members.

The table below contains a non-exhaustive list of constituent parts which may be used to form a Commercial Offer by the Respondent.

Potential Benefits	Benefit Examples
Partial project funding	<ul style="list-style-type: none"> <li>• Monies</li> <li>• Assets (e.g. Tooling for modification / Donor machines / vehicles)</li> <li>• Labour</li> <li>• Loan of facilities</li> </ul>
Intellectual Property	<ul style="list-style-type: none"> <li>• Access to Arising IP Royalty income from the sale of components or systems</li> </ul>



	<p>containing Arising IP</p> <ul style="list-style-type: none"> <li>• Other revenue streams based on the exploitation of any Arising IP</li> </ul>
Project & Technology Exploitation	<ul style="list-style-type: none"> <li>• A Participant's ability and willingness to influence the market (to select a new technology)</li> <li>• A Participant's marketing and publicity capability</li> <li>• A Participant's willingness to build or use capability in the UK</li> <li>• Ability and willingness to inform policy and legislation</li> </ul>

Any conflicts of interest or potential competitive issues should be highlighted.

The Respondent should identify what impact the ETI funding would have on their development plans, for example: -

- Acceleration of technology development.
- Extension of technology capability.

The Respondent should outline what development path they would follow in the absence of ETI funding.

The Respondent is asked to bear in mind that although detailed negotiation of the Commercial Offer is expected during the Project Detailing and Contract Negotiation Stage, the ETI can only select a preferred Respondent on the basis of the information included in the Proposal received.

**12. Intellectual Property** *[maximum 5 pages plus Due Diligence information – Appendix C]*

Any Project commissioned by the ETI will be subject to the appropriate ETI Project Contract terms and conditions (a summary of which is included in Appendix B).

The ETI's usual approach to Intellectual Property is set out at Section 6 of this RfP. However, the ETI may consider alternative approaches proposed by the Respondent in their Submissions, in particular as part of their Commercial Offer (see section 11 above).

In any event, pending further IP due diligence during the Project Shaping and Contract Negotiation Stage of the Commissioning Process, the Respondent should provide the following information in their Proposal:

**Arising IP:**

The Respondent should provide a brief overview of the nature of any anticipated IP arising from the Project (the Arising IP), in particular, in what areas of the technology and what form of Intellectual Property rights. This should expressly include reference to development in any existing technology, any innovations, any results and know-how.

- (a) The Proposal should identify which Participant should (in the Consortium's/Prime Contractor's submission) own each item of Arising IP and the reasons why such Participant should be the owner, including details of:
- the overall contribution of such Participant;

- the Intellectual Property experience and capabilities of such Participant which would justify granting it the rights and obligations of ownership, protection and maintenance of such Arising IP; and
  - any other reasons why such Participant should be the owner of the Arising IP.
- (b) The Respondent should provide details of the anticipated use or licences required of Arising IP by the Participants and any licences granted to the ETI and its Members. This should also expressly include reference to development in any existing technology, any innovations, any results and know-how.

The Respondent should indicate in Section 11 how its Commercial Offer relates to the Arising IP identified in this Section 12.

Please note that the selection of a Proposal by the ETI does not indicate acceptance by the ETI of all proposals/submissions therein. IP rights in particular will be the subject of further negotiation during the Project Shaping and Contract Negotiation Stage.

**Background IP:**

The Respondent should describe any Background IP (e.g. patents, proprietary data, computer algorithms, know how or other IP) only to the extent there is Background IP:

- which is needed (whether by the ETI, or to be licensed from one Participant to another Participant or a Subcontractor, or to be licensed by a Subcontractor to a Participant or to another Subcontractor, or otherwise) to carry out the Project;
- which may be needed by the ETI (or any licensee of Arising IP) to exploit the Arising IP.

The description of any such Background IP should detail:

- the nature of the IP (including the legal nature of the IP right);
- rights of the Participant to that IP;
- ownership and control, whether this is by any of the Project Participants or by any third parties; and
- whether there is any reason why such Background IP will not be made available as and to the extent needed.

Please note that further due diligence on Intellectual Property will be required during the Project Shaping and Contract Negotiation Stage of the Commissioning Process (see Appendix C).

**Academic Institutions/Publishing:**

Generally, the ETI will grant rights to Participants who are academic institutions for the purposes of academic research and teaching if requested. Publication of appropriate parts of the Project results will generally be permitted subject to an approval process. Participants should include details of their desired requirements in relation to academic research, teaching and publication in their Proposal.

**13. Exploitation Plan** *[maximum 2 pages]*

The Respondent should set out how they **intend** to approach the commercialisation of the proposed technologies and systems. This should include: -

- How the Respondent would ensure market competitiveness of developed technologies / systems (Porter’s Five Forces model can be used as a framework if desired);

- How the Respondent would ensure proposed technologies have a supply chain with core competency in its development, production and on-going support;
- End user value of technologies and systems vs. direct technology costs;
- Value chain quantification and viability against the above (please show that there is sufficient margin for all parties involved in the supply of technologies / systems);
- Identification of specific UK benefits such as development of manufacturing capability or workforce skills development.

Furthermore, the Respondent should set out how they intend to communicate and publicise the Project outcomes. The target audiences should be whoever the Respondent believes are necessary for successful Project exploitation.

The Respondent should indicate in Section 11 how their Commercial Offer relates to the Exploitation Plan set out in this section.

**14. Project Finances** [maximum 2 pages]

**14.1 Project Costs**

(a) The Respondent should provide:

- a figure for the target price and the ETI funding cap (as per the definitions in Section 4 of this RfP), and
- a breakdown between Tasks and between Participants against each Task.

	Participant 1 (Lead Coordinator or Prime Contractor)	Participant 2	Participant 3	Participant 4	Participant 5	Total
Milestone 1						
Milestone 2						
Milestone n						
<b>TOTAL ELIGIBLE COSTS</b>						
ETI Funding						
ETI Funding (%)						
Own Funds						
Third Party Funding (Private)						
Third Party Funding (Public)						

If there are any assumptions or limitations to these costs, these should be clearly stated.

(b) The Respondent should also provide a **breakdown of the total Project costs (only)**, as specified in the Table below.

	Participant 1 (Lead Coordinator or Prime Contractor)	Participant 2	Participant 3	Participant 4	Participant 5	Total
Number of Person-days						
Base Labour						
Materials						
Subcontractors (minor)						
Travel & Subsistence						
Overheads						
Profit						
Other						
<b>TOTAL ELIGIBLE COSTS</b>						
ETI Funding						
ETI Funding (%)						
Own Funds						
Third Party Funding (Private)						
Third Party Funding (Public)						

Notes on category breakdown table:

1. Base Labour should include direct add-ons (e.g. NI, pension etc);
2. If a Prime Contractor/Subcontractor project structure is proposed, major Subcontractors should be considered as Participants and fill in a column in the table;
3. Participants will be required to provide justification of overhead calculations during the Project Shaping and Contract Negotiations Stage. ETI can provide a spreadsheet to calculate overheads on request;
4. Participants should note that profit will not be paid to Participants if they wish to receive a licence of Arising IP;
5. Academic Consortium Members should determine their costs using the JeS system. Note that ETI funds academic Consortium Members at 100% Full Economic Cost.

**15. Insurance** *[maximum 1 page]*

The Respondent should identify how they intend to insure against risks in the Project. The Respondent will need to work with the ETI and its insurers in the Project Shaping and Contract Negotiation Stage to ensure appropriate coverage of Project risks (see also Appendix C).

**16. Plan for Contract** *[maximum 2 pages]*

The ETI recognises that the Respondent may not be able to provide the level of detail requested in every section of this Request for Proposals document in the time allocated. The Respondent should, in this Section, identify key issues to resolve before contract, for example:

- Detailing of the technical proposal: what further actions are needed;
- Project Contract – key provisions to resolve (based on the summary Project Contract terms and conditions at Appendix B);
- Timing sequences for the setting up of the selected project organisational structure (e.g. subcontracts, Consortium Agreement etc.), including any dependencies or other factors which could impact or delay the Project;
- Internal approvals - confirm what internal approvals will be required for all key Participants in the bid in order to enter into contract;
- Securing finance – identify what further actions are required to ensure that all funding arrangements are in place;
- Site selection, rights to use, planning, environmental consents and any other approvals;
- Third Party techno-economic evaluation;
- Patent study/IP due diligence.

The plan for contract should be structured, and link clearly back to, the previous sections set out in this RfP.

The Respondent should explicitly confirm that all key technical, commercial and legal resources, across the Participants, required to meet the contract deadline for signature (see Section 2) will be available to achieve a signed contract by that date. Any key risks or issues which may impact on meeting this deadline should be identified.

## **Appendix B Summary of Terms and Conditions for Project Contract**

### **Introduction**

The following represents a summary of the key contractual terms which the ETI would expect to be included in the Project Contract. This summary covers both contracting arrangements detailed at Section 1.6 of this RfP; that is, either (i) a single contractor, the Prime Contractor, which may have specific parts of the Project scope subcontracted (subject to the approval of the ETI), or (ii) a multi-party Consortium basis.

### **Structure**

1. Where the Project will be carried out by a Prime Contractor, the Prime Contractor will manage the Project. Where there are Subcontractors, the Prime Contractor shall be solely responsible for the management and coordination of the activities of the Subcontractors. The Prime Contractor will be responsible for and administer payment for all of its Subcontractors.
2. Where the Project will be performed by a multi-party Consortium, the Participants shall be represented in dealings with the ETI by a Lead Co-ordinator, who shall, in the majority of instances, be the intermediary for any communication between the ETI and the Participants. This role includes providing notices of meetings and other activities to the ETI, reviewing and commenting on project reports (as required under the Project) and administering payment of invoices for all Participants. The Project Manager will be empowered to have sufficient authority over Participants to ensure full accountability for delivery of the Project to the ETI.

### **Project Management**

3. The Prime Contractor or, in the event of a Consortium, the Participants will appoint a Project Manager for the day-to-day management of the Project. The ETI will appoint a project manager (described in this RfP as the Programme Manager) to act on behalf of the ETI with regards to the Project.
4. The Participants and, where appropriate, Subcontractors shall form a steering committee to make decisions on day-to-day matters (excluding decisions affecting the overall scope, structure and timing of the Project). The frequency of meetings of the steering committee will be agreed with the ETI. The ETI and its Members shall be entitled to attend any meetings of the steering committee.
5. The Prime Contractor or, in the event of a Consortium, the Participants must fulfil various reporting obligations. The requirements for reports will depend upon the nature of the Project, the deliverables under it and the duration of the Project but are likely to include monthly reports and a final report. Each report must address a specified list of topics required by the ETI.
6. The ETI will require the right to carry out a Project review at specified review points (or from time to time at a frequency to be agreed) in order to assess whether the Project continues to deliver against ETI requirements and also in order to carry out a validation exercise against the business case. The ETI may carry out Project reviews more frequently if the Project is in jeopardy. The need for Project reviews and the definition of a Review Point will depend upon the nature of the Project.

7. The ETI will require that the Project is carried out in accordance with applicable health and safety law and will require reports and information as evidence of such compliance from time to time (tailored to the Project).

### **Finance**

8. The ETI therefore intends to contract this Project on a planned cost basis, with a capped allowance for risk beyond which all costs shall be borne by the Project. The ETI will only pay for actual costs incurred up to this cap. The guide for The ETI's funding of this Project is £25m; costs above this will need to be met by Participants, as set out at Section 4 of this RfP, ("Project Funding and Payment") against defined Payment Milestones for the work done under the Project. Acceptance of deliverables and milestones will be determined by the ETI, where appropriate, against agreed acceptance criteria. No increase in costs in carrying out the Project over and above the agreed contractual amounts will be payable by the ETI unless, until and to the extent that such charges are agreed in accordance with the ETI's contractual variation control procedure.
9. Costs are payable in Sterling and ETI will pay valid invoices within 30 days of receipt of invoice following acceptance of a milestone. An accountant's report will be required to support selected financial reports and invoices, in accordance with a standard ETI matrix.
10. The ETI reserves the right to require the return of funding in certain circumstances (such as in the event of corruption or fraud, overpayment, costs incurred in respect of unapproved project changes and failure to comply with State Aid obligations).

### **Confidentiality**

11. Restrictions on disclosure of any other party's confidential information will apply. Any publication of results (if appropriate) will be subject to the publication provisions in the Project Contract.

### **Audits and Records**

12. ETI will require the right to audit the Project, the Prime Contractor (alternatively, in the event of a Consortium, the Participants) and any and all Subcontractors during the Project and, in certain circumstances, up to 7 years from the end of the Project on financial or technical grounds.
13. All parties involved in the Project will be required to maintain the majority of Project records for a minimum of 10 years from the Project end date and for potentially more than 20 years where the records relate to registered intellectual property rights. The Prime Contractor shall require no less obligations from its Subcontractors.

### **Sub-contracting**

14. Sub-contracting is not permitted without consent, except for agreed known Subcontractors included/detailed in the Project Contract at signing.

### **Variation**

15. Any variations to the Project must be made via the ETI's variation control procedure.



## **Liability / Warranty / Indemnity etc.**

16. The ETI will require that warranties and undertakings be given by the Prime Contractor or Participants (as appropriate), including without limitation in relation to rights to Background IP and the amount of the Project costs spent on research and development as defined in the Income and Corporation Taxes Act 1988.
17. There will be an indemnity in favour of the ETI members for tax losses in the event that the Prime Contractor or Participants (as appropriate) fails to provide complete and accurate information relating to the Project costs spent on research and development as defined in the Income and Corporation Taxes Act 1988.
18. The ETI will require an indemnity in respect of certain claims brought by any third parties against the ETI as a result of the acts or omissions of the Participants under the Project. Any Participant will be liable for the acts and omissions of its Subcontractors.
19. The liability provisions relating to the Prime Contractor, alternatively in the case of a Consortium, the Participants, will be tailored on a case-by-case basis but are likely to be capped at the amounts payable under the Project (except in the case of IP infringement claims, certain third party claims or other liabilities which cannot be limited or excluded by law. For these claims, no cap will apply). Recovery of indirect, consequential etc. damages will usually be excluded.

## **Withdrawal**

20. Withdrawal from the Project is only possible with the express consent of the ETI and, in the event of a Consortium, with the unanimous consent of the other Participants. In such circumstances, the Prime Contractor or withdrawing Participant(s) cannot recover outstanding costs, unless otherwise agreed.

## **Termination and Suspension**

21. The ETI reserves the right to terminate the Project Contract in certain circumstances (such as breach by the Contractor (which shall include without limitation a breach by a Subcontractor) or, in the event of a Consortium, a Participant, insolvency or change of control of a Contractor/Subcontractor/Participant etc.). The ETI also reserves the right to terminate the Project Contract unilaterally upon giving a (to be agreed) period of notice to the Contractor or Participants, as appropriate. Upon termination, in certain circumstances, the ETI will pay the eligible costs incurred by the Contractor or Participants (as appropriate) up to the date of termination.
22. The ETI will reserve the right to suspend the Project in certain defined circumstances.

## **Intellectual Property**

23. Ownership of Arising IP from the Project will be agreed during the Project Shaping and Contract Negotiation Stage. Appropriate licence provisions will be put in place to ensure adequate rights are granted to the Participants, the ETI and its' Members.
24. The Prime Contractor (or, in the event of a Consortium, the Participants) and any Subcontractor(s) will be required to licence their Background IP: (i) to the other parties (including for the avoidance of doubt Subcontractors) involved in the Project on a royalty free basis where required for the purposes of the Project; and (ii) to the ETI or sub-

licensees of the ETI, where required for the use or exploitation of the Arising IP, on fair and reasonable terms.

## **Appendix C Due Diligence Information Requirements**

The ETI requires due diligence information during two Stages: (1) submission of the Proposal and (2) Project Shaping and Contract Negotiation. Certain information is required with the Proposal as part of the first stage of the commissioning process. Further information will be required if any Proposal is selected to proceed to the Project Shaping and Contract Negotiation Stage.

Please note that successful completion of all elements of the due diligence is a pre-requisite to any contract award: failure to meet due diligence requirements at any stage may result in the exclusion of that Respondent or the Proposal from the ETI's selection process.

### **1. Submission of the Proposal**

#### **1.1 State Aid**

All Consortium Members 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 Consortium Member.

#### **1.2 General Due Diligence**

All Consortium Members (except ETI Members, universities / higher education institutions and UK/EU government laboratories / agencies) which provide more than 20% of the resources for the Project or which provide an input which is critical to the Project's success, shall provide due diligence Information to the ETI according to the table in Annex C2.

#### **1.3 Insurance**

The Respondent should confirm that insurance cover for the following risks is held, and should confirm levels of cover and expiry for each. The ETI will require evidence of these during the Project Shaping and Contract Negotiation Stage:

- Property damage (both any Property occupied by the Participants and any third party properties);
- Business interruption;
- Employer's liability;
- Public liability;
- Product liability (or justify its exclusion if not appropriate);
- Professional Indemnity;
- The Respondent should identify if it self-insures for any of these risks;
- The Respondent should identify if it is intending to take out any project-specific insurance for the Project and the scope and intended beneficiaries of such insurance.

In relation to professional indemnity insurance, the Respondent should note that the ETI has the following requirements:

- Each Participant is required to have in place at the start of the Project a professional indemnity insurance policy (with at least a 6 month unexpired term);

- Each policy should have a limit of indemnity of not less than £1,000,000 each and every loss;
- Each policy should provide an indemnity at least as extensive as the ETI's policy (the ETI will make this assessment). For example, the cover needs to include cover for negligent acts or omissions, and dishonest or fraudulent acts or omissions by the insured);
- Each Participant will need to agree to maintain a professional indemnity insurance policy in force for 6 years from the date of completion of the Project;
- The ETI will require sight of the insurance policy provided by the Participant or a copy of a letter of confirmation from the Participant's insurance company or broker summarising the policy.

#### **1.4 Intellectual Property**

Initial intellectual property due diligence will be provided in the Proposal in accordance with Appendix A of this RfP (see Appendix A, Section **Error! Reference source not found.**).

## **2. Project Shaping and Contract Negotiation Requirements**

These are only required if a Proposal is selected to proceed to the Project Shaping and Contract Negotiations Stage, and will include:

- A full health and safety competency assessment will be carried out by the ETI, to assess each Participant organisation's health & safety management systems and specific technical competence to manage the risks in this Project. Any parts of the Project which fall under the CDM Regulations will be assessed in line with the CDM Approved Code of Practice, Appendix 4;
- Further intellectual property due diligence. This will include a detailed Background IP questionnaire which will be issued by the ETI for completion to identify Background IP and third party IP relevant to the Project. Participants and Subcontractors (if any) may be asked to provide evidence of ownership or rights to use the relevant Intellectual Property for the Project Participants and/or for exploitation of the results of the Project Participants. The further due diligence will also include a patent study, which the Respondent will be expected to submit to the ETI. This shall be carried out, at the Respondent's expense, by a Chartered/European Patent Attorney to assist in determining whether the proposed Project Participant's can be carried out without infringing valid intellectual property rights of others. Full instructions will be provided during the Project Shaping and Contract Negotiations Stage. The scope of the study and the patent attorney proposed will be subject to the prior approval of the ETI;
- Financial due diligence on the breakdown of costs for the Project to enable the ETI to assess value for money and ensure that it meets State Aid requirements;
  - i. Copies of insurance policies;
  - ii. Any other information that the ETI reasonably requires in order to fund the proposed Project including any information necessary to meet State Aid requirements.

## Annex C2 Organisational Due Diligence Questionnaire

<b>Details of organisation</b>
Full name:
Registered Office:
Type of Business (sole trader, limited company, partnership etc):
Names of directors/partners/owner:
VAT number:
<b>Details of directors, partners or associates</b>
Have any directors, partners or associates of the organisation been involved in any organisation which has been liquidated or gone into receivership? (Yes/No)
Have any directors, partners or associates of the organisation been convicted of a criminal offence relevant to the business or profession? (Yes/No)
Please give (and attach if necessary) full details if you have answered 'Yes' to either of the two previous questions.
<b>Audited Financial Accounts</b>
Please supply Audited Financial Accounts for the last 3 years for the organisation, or relevant part thereof.
<b>Claims or litigation</b>
Please provide (and attach if necessary) details of any claims or litigation against the organisation, outstanding and/or anticipated.

## **Appendix D Statement of Compliance**

The Respondent shall 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 Submission has been appropriately reviewed by technical, commercial, financial and legal representatives; and
- The level of internal approval obtained by key subcontractors in order to make the Proposal (letters of support from each key subcontractor should be included).

In the case of a Respondent responding on behalf of a Consortium, a separate Statement of Compliance must be signed by an authorised signatory of each Consortium Member.

The Respondent shall provide a statement that the Proposal is fully compliant with all aspects of the Request for Proposal including the summary terms and conditions of the Project Contract (Appendix B), or shall state clearly any exceptions, deviations, alternative approaches or additions to the requirements of the Request for Proposal, with justification. Additional comments and clarifications should also be listed where appropriate (for example to clarify interpretation of requirements), but these must be differentiated from any deviations / exceptions above.

With respect to the summary terms and conditions of the Project Contract (Appendix B), the Respondent must either:-

- Expressly confirm that the Proposal is made on the basis of the summary terms and conditions of the Project Contract; or
- Expressly confirm that the Proposal is made on the basis of the summary terms and conditions of the Project Contract subject to clarifications and exceptions. In these circumstances, the Respondent must include in their Submission either:
  - A copy of the summary terms and conditions of the Project Contract, marked up with the Respondent's proposed clarifications and exceptions; and
  - A separate commentary against the clarifications and exceptions setting out the reason for those clarifications and exceptions.

## Appendix E Non Disclosure Agreement

A separate version of this NDA is available on request to: [offshore\\_wind@eti.co.uk](mailto:offshore_wind@eti.co.uk). It should be submitted by post, with original signatures, to the ETI (address on front cover of this RfP).

**THIS AGREEMENT** is made on \_\_\_\_\_ of \_\_\_\_\_ 2012

### **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 confidential information on or after the Effective Date for the Purpose. The Parties agree to receive such information and to treat it 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:

“**Commissioning Process**” means the ETI’s commissioning process for the Project as defined in the RfP and as set out at Section 2 of the RFP;

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

“**Effective Date**” means date of execution hereof;

“**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 exchanged, submitted or otherwise provided 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;

“**Project**” means the proposed project under the ETI’s Offshore Wind programme entitled “Offshore Wind Floating System Demonstrator”;

**“Project Contract”** means a Project Contract as such term is defined in the RfP;

**“Proposal”** means a Proposal as such term is defined in the RfP;

**“Purpose”** means:

- a. the preparation of any Proposal(s);
- b. the Commissioning Process;
- c. any activities relating to the assessment of a Respondent’s Proposal(s) for the Project;
- d. the negotiation of any Project Contract; and/or
- e. any related exchanges of Information, clarifications, clearances, discussions, due diligence, meetings, or negotiations relating to the RfP, the Commissioning Process and/or the Project.

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

**“RfP”** means the Request for Proposals relating to the Project and issued by the ETI on 25 October 2011

2 The Receiving Party shall with regard to any Information disclosed pursuant to this Agreement by or on behalf of a Disclosing Party to the Receiving 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 immediate 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 legal advice, it is legally compelled to disclose.
- 5 The provisions of this Agreement shall apply to any Information disclosed under it for a period of seven years from the Effective Date, notwithstanding the earlier completion of the Purpose, unless extended, superseded or otherwise varied by subsequent written agreement between the Parties.
- 6 ETI shall be entitled to disclose or make available any Information it receives from the Respondents (or any of them) to:
- a such of the ETI Affiliates, and either the ETI's or the ETI Affiliates' employees, officers, secondees, agents, consultants, sub-contractors and professional advisers where such disclosure is necessary for the Purpose provided that all such aforementioned persons to whom any Information is disclosed by the ETI are bound by obligations of confidentiality. Each ETI Affiliate may enforce this clause in accordance with the Contracts (Rights of Third Parties) Act 1999; and
  - b the Department of Business Innovation and Skills, the European Commission and such other bodies and/or individuals (including without limitation professional advisers) as may reasonably be required for the notification of, to seek advice in relation to, as part of an assessment of, or otherwise in relation to, State Aid.
- 7 If the Receiving Party is a Respondent, the Receiving Party shall be entitled to disclose or make available any Information it receives from the Disclosing Party to such of the Respondent's employees, officers, consultants, and professional advisers where such disclosure is necessary for the Purpose. The Receiving Party warrants and represents that all such persons to whom any Information is disclosed are bound by obligations that are no less restrictive than those in this Agreement. The Receiving Party shall be responsible for breaches of the obligations by such persons. In the case of consultants the Receiving Party agrees not to disclose any of the Disclosing Party's Information without first obtaining the

prior written consent of the Disclosing Party and having met all conditions or restrictions required by the Disclosing Party.

- 8 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.
- 9 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.
- 10 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.
- 11 The Parties agree that the ETI may disclose that one or more of the Respondents are involved in discussions with the ETI and the subject matter of the discussions provided that the ETI will provide a copy of any press release or other announcement to the Respondents and seek the approval of the Respondents prior to its publication or release. Other than as set out in this clause, the Parties will not make any public announcements, statements or otherwise publicise the subject matter of this Agreement (or its existence) without the prior written consent of the Parties and no Party will use the business names or trademarks of any Party in any way without that Party's prior written consent.
- 12 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.
- 13 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.
- 14 If any provision of this Agreement is or becomes 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.

- 15 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.
- 16 Except as provided otherwise, no person may assign any of its rights under this Agreement or any document referred to in it.
- 17 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.
- 18 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**

Respondent	Signature
<p>[Insert name of Company] (company no. [Insert Company number]) [Insert address of Company]</p>	<p>By: _____ Name: _____ Title: _____</p>
<p>[Insert name of Company] (company no. [Insert Company number]) [Insert address of Company]</p>	<p>By: _____ Name: _____ Title: _____</p>
<p>[Insert name of Company] (company no. [Insert Company number]) [Insert address of Company]</p>	<p>By: _____ Name: _____ Title: _____</p>
<p>[Insert name of Company] (company no. [Insert Company number]) [Insert address of Company]</p>	<p>By: _____ Name: _____ Title: _____</p>
<p>[Insert name of Company] (company no. [Insert Company number]) [Insert address of Company]</p>	<p>By: _____ Name: _____ Title: _____</p>

The ETI will return a copy of the executed Non Disclosure Agreement to the Prime Contractor/Lead Coordinator of a consortium (whichever appropriate). Please provide the relevant name and address for this correspondence below.

<p>Contact for return of copy executed Non Disclosure Agreement</p>	<p>Send to [name]: At postal address:</p>
---	---

## Appendix F Notification of Intention to Bid

The following form is to be received at the address (postal or email) on the front cover no later than the date defined on the front cover and in Section 2.3 of this RfP.

### Notification of Intention to Submit a Proposal

Respondent Name: [Legal Name]

Address: [Registered Office Address]

Contact:

Email/telephone:

The above named Respondent hereby notifies the ETI of its intention to submit a Proposal in response to the ETI's Request for Proposal entitled 'Offshore Wind Floating System Demonstrator', issued on 25th October 2011.

The Respondent submits this notification on its own behalf and on behalf of the following proposed [consortium members][sub-contractors]:

Please list below the legal names of the organisations / entities proposed to deliver the Project.

1. [Enter Name]
2. [Enter Name]
3. [Enter Name]
4. [Enter Name]
5. [Enter Name]
6. [Enter Name]
7. [Enter Name]
8. [Enter Name]
9. [Enter Name]
10. [Enter Name]

Signed: \_\_\_\_\_

For and on behalf of the Respondent.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix G Glossary

Term	Definition
Arising IP	Any intellectual property which is created by or for any Participant during the Project or for the purposes of the Project.
Background IP	Any intellectual property which existed prior to any Participant's commencement of the Project and which was created by or for the Participant.
Chief Technologist	The individual appointed by the Participants whose key responsibilities are described in section 3.2.1.
Closing Date	The latest date specified by the ETI in section 2.3 for receipt of Submissions.
Commercial Offer	The commercial offer as defined in Appendix A, Section <b>Error! Reference source not found.</b>
Commissioning Process	The commissioning process for the Project as described in Section 2.3.
Consortium	The group of organisations described in Section 1.6 which may decide together to submit a Proposal to carry out the Project and be governed by a Consortium Agreement between themselves. This will not include the ETI itself or any Subcontractors.
Consortium Member	An organisation which forms part of the Consortium.
Consortium Agreement	The agreement to be entered into between the organisations together forming a Consortium, as described in Section 1.6, which governs the execution of the Project within the Consortium.
ETI	The Energy Technologies Institute LLP, a limited liability partnership (Company no. OC333553) whose registered office is at Holywell Building, Holywell Way, Loughborough, Leicestershire LE11 3UZ.
Final Detailed Offer	A final and detailed offer represents the offer made once all of the contractual issues have been negotiated and the Commercial Offer has been agreed. Typically, this occurs at the end of the Project Shaping and Contract Negotiation Stage.
Lead Coordinator	The organisation which is a Consortium Member, and which manages and coordinates the activities of all the Consortium members, and which acts as the primary interface between the Consortium and the ETI, as described in Section 1.6.
Member	Means the industry members and other members of the ETI (including affiliates of such members) from time to time, including Secretary of State for Business Innovation and Skills or other member who is a member of Her Majesty's Government, its representatives or agents.
Own Funds	Funding sourced by the Respondent's own resources and not dependent in any way on third party lending to either the Respondent or member of the Respondent's group.
Participant	Either the Prime Contractor or a Consortium Member.
Payment Milestone	A contract milestone with defined constituent deliverables, associated deliverable acceptance criteria, and milestone value (all to be detailed in the Respondent's Proposal and agreed in the Project Contract) which should be completed in order to reach the said milestone, and at which, subject to acceptance by the ETI that the milestone has in fact been reached, payment may be claimed from the ETI on the basis described in Section 4 and in Appendix B.
Prime Contractor	A sole organisation which contracts with the ETI to manage the Project. It may have Subcontractors.
Programme	The ETI's Offshore Wind programme, of which the Project is a constituent part.
Programme Manager	The individual appointed by the ETI to manage the Programme, and to whom the Project Manager is accountable.

<b>Term</b>	<b>Definition</b>
Project	The project for which the purpose, scope of work and other details are described in this Request for Proposals.
Project Contract	The contract, as described in Section 5, to be entered into between the ETI and the Participants (whether between the Consortium Members or a Prime Contractor)
Project Manager	The individual who is appointed by the Lead Coordinator or Prime Contractor, or is otherwise agreed by the Project Participants, to carry out its responsibilities.
Project Organisation	The entity or group of entities / organisations, and the contracting and management structure which they adopt, as described in Section 1.5, which together will carry out the Project if commissioned by the ETI and includes any Consortium Members or Prime Contractor and any Subcontractors.
Project Shaping and Contract Negotiation Stage	Stage 2 of the commissioning process see section 2.2.
Proposal	The proposal for the Project submitted to the ETI, as described in Section 3.1, in response to this Request for Proposals.
Public Funding	Any funding provided by a public authority or agency.
Respondent	The organisation submitting a Proposal to the ETI on behalf of the Participants, as described in Section 1.6.
Review Point	A Project review involving Project Participants and ETI representatives at which the overall progress of the Project or a specific Work Package will be critically reviewed and following which a formal decision will be made on the future of the Project.
Risk Register	See Appendix A, Section 9
Selection Criteria	The selection criteria (including Generic Criteria, Specific Technical Criteria and Commercial Criteria) set out in Section 3.2.1
Selection Panel	The body set up by the ETI to review and comment upon the Proposals.
Stage	Contract award is in 2 Stages (see Section 2): Stage 1 – Response to RfP and selection, Stage 2 – Project Shaping and Contract Negotiation.
Stage Gate	A major Project Review Point involving Participants and ETI representatives at which the overall performance and business case for the Project will be critically reviewed and following which a formal decision will be made whether to continue with the Project, based on whether agreed Stage Gate criteria have been met.
Statement of Compliance	A statement of compliance as required by Appendix D.
Subcontract	A contractual arrangement between a Participant (described in Section 1.6) and another organisation to which work for the Project has been subcontracted.
Subcontractor	An organisation which has a Subcontract.
Submission	The components set out in Section 3.1, including the Respondent's Proposal submitted by the Respondent in response to this Request for Proposals.
Task	A significant activity or group of activities (within a Work Package) which results in completion of a deliverable or a significant part of one, or which represents a significant step in the process towards one.
Work Flow	A Work Flow consists of a sequence of connected steps. It is a depiction of a sequence of operations, declared as work of a person, a group of persons or an organisation.
Work Package (WP)	A major section of the Project scope of work, which may be identified in this Request for Proposals or in the Respondent's Proposal, in order to break up the scope of work into separate manageable parts. A Work Package will usually consist of a number of Tasks.