

From: [Mark Cockburn](#)
To: [Hutchinson, Peter](#)
Cc: [Mahmoud Abu-ebid](#); [Iain Morrow](#)
Subject: RE: [NEWSENDER] - RE: P3882 DETI Economic Appraisal of a Northern Ireland Renewable Heat Incentive
Date: 02 February 2011 16:51:46

Peter

Thanks for this. The suggested payment structure, though not ideal(!), is acceptable to us. Thanks, too, for the documents.

Mark

From: Hutchinson, Peter [mailto:Peter.Hutchinson@detini.gov.uk]
Sent: 31 January 2011 16:42
To: Mark Cockburn
Cc: Mahmoud Abu-ebid; Iain Morrow
Subject: RE: [NEWSENDER] - RE: P3882 DETI Economic Appraisal of a Northern Ireland Renewable Heat Incentive

Mark,

In terms of payments, we would be happy to agree to 30% on delivery of a final draft report (we had discussed that this would be available in advance of 31 March 2011) and then the remaining 70% when the report is finalised and signed off by Fiona Hepper. Let me know if you are happy with this or wish to discuss a variation on this structure.

I have attached a copy of the evaluation of Reconnect, which was discussed at our inception meeting. Reconnect was the household project under the Environment and Renewable Energy Fund (EREF), it ran between 2006-2008 and was responsible for over 4,000 micro-gen installations (both renewable heat and electricity) and over £10m of funding. The evaluation document will provide information on the interest and take-up rate in the scheme and should have some read-across to potential RHI take-up and possible barriers.

Have also attached the AECOM/Poyry report to ensure you have a full copy. The technology and fuel price assumptions that we discussed are included in the Appendices. If you need any further information from this study let me know and I can liaise directly with AECOM if needed.

Finally, I have included a letter from OFTEC in relation to the potential use of bio-liquids. This letter was received in March last year when our initial heat study was still underway. The Northern Ireland contact for this work is David Blevings. It may be useful for a member of your team to speak to him at some point about bio-liquids, the economics, the supply chain etc. I will contact David over the next few days and explain to him the background of the work and check if he is content to be involved in some way, I will pass on his contact details then.

Hope this is all of some use.

Thanks,

Peter

Peter Hutchinson

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From: Mark Cockburn [mailto:Mark.Cockburn@cepa.co.uk]
Sent: 28 January 2011 17:24
To: Hutchinson, Peter
Cc: Mahmoud Abu-ebid; Iain Morrow
Subject: RE: [NEWSENDER] - RE: P3882 DETI Economic Appraisal of a Northern Ireland Renewable Heat Incentive

Peter

Many thanks

Mark

From: Hutchinson, Peter [mailto:Peter.Hutchinson@detini.gov.uk]
Sent: 28 January 2011 17:23
To: Mark Cockburn
Cc: Mahmoud Abu-ebid; Iain Morrow
Subject: RE: [NEWSENDER] - RE: P3882 DETI Economic Appraisal of a Northern Ireland Renewable Heat Incentive

Thanks for this Mark.

I will discuss the potential for having two staged payments based on specific milestones (i.e. interim/draft report and final report) with Alison and Fiona on Monday and see if we can make any concession in this area.

Will get back to you about this on Monday when I am sending through documents/information that we discussed yesterday.

Have a good weekend,

Peter

Peter Hutchinson

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From: Mark Cockburn [<mailto:Mark.Cockburn@cepa.co.uk>]
Sent: 28 January 2011 17:01
To: Hutchinson, Peter
Cc: Mahmoud Abu-ebid; Iain Morrow
Subject: FW: [NEWSENDER] - RE: P3882 DETI Economic Appraisal of a Northern Ireland Renewable Heat Incentive

Hi Peter

Following on from our meeting yesterday I approached your procurement people on some of the contractual issues. His response is set out below, in which he said that it was the department's decision as to when to pay contractors.

As I mentioned when we met we would like one or more payments prior to the final and we would be happy to have them tied to the achievements of specific milestones. Is this something that DETI would be willing to consider?

Have a good weekend.

Kind regards

Mark

From: Browne, Paul [<mailto:Paul.Browne2@dfpni.gov.uk>]
Sent: 28 January 2011 14:04
To: Mark Cockburn
Subject: [NEWSENDER] - RE: P3882 DETI Economic Appraisal of a Northern Ireland Renewable Heat Incentive

Mark,

many thanks for your e-mail

I will try to address each of your points in turn

firstly, the issue of requesting an upfront payment is a decision for the client Department (DETI not CPD) though I would only advise a Government Dept to pay for work completed on receipt of a valid invoice

secondly, the T's&C's are standard for each contract and are not subject to amendment

I appreciate this may not be the answer you were looking for though I hope you can continue with the

contract

Regards
Paul Browne
Professional Services
Tel: 02890 816325
E-mail: paulr.browne@dfpni.gov.uk

From: Mark Cockburn [mailto:Mark.Cockburn@cepa.co.uk]
Sent: 28 January 2011 13:53
To: Browne, Paul
Cc: Mahmoud Abu-ebid; Iain Morrow
Subject: P3882 DETI Economic Appraisal of a Northern Ireland Renewable Heat Incentive

Dear Paul

Thank you for forwarding your letter of acceptance of our proposal for the above project. We had a useful kick-off with the project team in Belfast yesterday, in which a number of points were covered. We did, however, have a couple of points regarding the contract which we were told to take up with you. These relate to a request for an upfront payment to support our work over the course of the project and some minor clarifications of the contract's terms. These have been requested by those responsible for the commercial aspects of our work within our two businesses.

We previously asked for these within our proposal. We would wish that you would consider what we believe to be reasonable requests, so that we can sign the contract as soon as possible.

Thanks and regards

Mark

Invoicing schedule

We request that payment is 30% upon contract signature and 70% upon project completion.

Contractual changes

AEA acknowledges that any resultant contract for this work will be subject to DETI terms and conditions of contract for services, as included with the tender documents. We are happy to confirm that the terms and conditions are acceptable, subject to the following points:

Clause G – Liabilities

We request that the following clauses are amended:

G1.2 Subject to clauses G1.3 and G1.4, the Contractor shall indemnify the Client and keep the Client indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the Contractor's negligence in supply, or the late or purported supply, of the Services or the negligent performance or non-

performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor.

G1.6 The provisions of clause G1.5 will not limit the Client's right to recover direct costs for;
.....

G1.7 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 (six) years following the expiration or earlier termination of the Contract subject to the continued availability of such insurance at commercially-reasonable rates. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.