

FORM OF AGREEMENT

CONTRACT No: 29137**ESTIMATED CONTRACT VALUE:** [REDACTED]

(Exclusive of VAT)

CONTRACT RELATING TO:

the Contribution to Partners

CONTRACT dated

28 August 2020

between:

- (1) The [REDACTED] whose head office at [REDACTED] ("the Agency"); and
- (2) Exe Act Services Ltd whose registered office is at [REDACTED] and whose registered number is [REDACTED] ("the Contractor").

IT IS AGREED as follows:

- The provisions of the following documents form part of this Contract:
 - the attached '29137 Conditions of Contract'— 'Services, Issue 5: (06/18)';
 - the attached '29137 Contribution to Partners Pricing Schedule Issue 1: (06/20)';
 - the attached '29137 Contribution to Partners Spec v2';and which, in the case of conflict, have precedence in the order listed.
- In consideration of the Agency's obligations under this Contract, the Contractor shall complete and deliver to the Agency such Goods and/or Services and/or such Work (as the case may be) as the Agency may order from time to time within the Contract Period in accordance with and subject to, the provisions of this Contract.
- NO VARIATION TO THIS CONTRACT SHALL HAVE EFFECT UNLESS AGREED IN WRITING BY AN AUTHORISED OFFICER OF THE AGENCY.

Signed for and on behalf of the Contractor:

Signed for and on behalf of the Agency:

Signature: [REDACTED]

[REDACTED]
(BLOCK CAPITALS)Position [REDACTED]
Chair of [REDACTED]Name: [REDACTED]
(BLOCK CAPITALS)

Position: SENIOR CATEGORY OFFICER.....

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Our ref: 29137

Date: 1 September 2020

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Dear Sirs

CONTRACT No: 29137
CONTRIBUTION TO PARTNERS

DATED: 1 September 2020

On behalf of the Environment Agency, I hereby accept the offer contained in your tender reference 29137 dated 23 July 2020 for the above mentioned services, in accordance with the terms and conditions contained in or referred to in the said tender.

The main details of the accepted tender are shown below:

The Goods	Start Date	Completion Date	Total Price £s (ex VAT)
Contribution to Partners	1 September 2020	31 August 2023	The prices & rates stated in the Pricing Schedule.

Contract No 29137 has been allocated to cover this agreement and should be quoted in any subsequent correspondence.

Contract Documentation is enclosed. Please complete and sign the 'Form of Agreement' and return the signed version within seven days of the date of this letter via email. The other copy of the Documentation is for your retention.

Please acknowledge receipt of this letter.

Yours faithfully

[REDACTED]

[REDACTED]
[REDACTED]

Infrastructure FCRM Team - Defra group Commercial

Encs. Contract Documentation

cc: [REDACTED] [REDACTED]

Department for Environment, Food and Rural Affairs

[REDACTED]
[REDACTED]

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ENVIRONMENT AGENCY

CONDITIONS OF CONTRACT - SERVICES

ISSUE No 5 06/2018

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1 DEFINITIONS

1.1 In the Contract, unless the context otherwise requires the following words and expressions shall have the following meanings assigned to them.

- | | | |
|--------|------------------------------------|--|
| 1.1.1 | <u>the Agency</u> | The Environment Agency, its successors and assigns. |
| 1.1.2 | <u>Agency Property</u> | All property issued or made available for use by the Agency to the Consultant in connection with the Contract. |
| 1.1.3 | <u>the Appendix</u> | The appendix to these Conditions. |
| 1.1.4 | <u>the Contract</u> | These Conditions including the Appendix, any Special Conditions, Specification, Pricing Schedule, Consultant's tender, acceptance letter and any relevant documents agreeing modifications exchanged before the Contract is awarded, and any subsequent amendments or variations agreed in writing. |
| 1.1.5 | <u>the Consultant</u> | The person, firm, company or body who undertakes to supply the Services to the Agency as defined in the Contract. |
| 1.1.6 | <u>Contract Period</u> | The time period stated in the Appendix or otherwise provided in the Contract, for the performance of the Services. |
| 1.1.7 | <u>Consultant Personnel</u> | All directors, officers, employees, agents, consultants and Consultants of the Consultant and/or of any sub-Consultant engaged in the performance of its obligations under this Contract. |
| 1.1.8 | <u>Contract Price</u> | The price exclusive of VAT set out in the Contract for which the Consultant has agreed to supply the Services. |
| 1.1.9 | <u>Contract Supervisor</u> | Any duly authorised representative of the Agency, notified in writing to the Consultant for all purposes connected with the Contract. Any Notice or other written instruction given by or made to the Contract Supervisor, shall be taken as given by or made to the Agency. |
| 1.1.10 | <u>Contracting Authority</u> | Any contracting authorities (other than the Environment Agency) as defined in regulation 2 of the Public Contract Regulations 2015 (SI 2105/102) as amended. |
| 1.1.11 | <u>Data Protection Legislation</u> | <ul style="list-style-type: none"> a) The General Data Protection Regulation (Regulation (EU) 2016/679) or GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) ("LED") and any applicable national implementing Laws as amended from time to time; b) The Data Protection Act 1998 ("DPA 1998") and/or the Data Protection Act 2018 ("DPA 2018") to the extent that it relates to processing of personal data and privacy; c) All applicable Law about the processing of personal data and privacy. |

1.1.12	<u>Data Protection Schedule</u>	The Schedule attached to this Contract describing how the Parties will comply with the Data Protection Legislation.
1.1.13	<u>Intellectual Property Rights</u>	All intellectual Property Rights including without limitation, patents, patent applications, design rights, registered designs, utility models, trade and service marks and applications for same, copyright know how, rights in semi-conductor chip topography, and in each case whether protectable at law or not, and if protectable, whether an application has been made for such protection or not, and all similar industrial, commercial, monopoly or other intellectual property rights whether present or future, vested or contingent wherever protected.
1.1.14	<u>Law</u>	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Consultant is bound to comply.
1.1.15	<u>Notice</u>	Any written instruction or notice given to the Consultant by the Contract Supervisor, delivered by: a) fax, or hand delivery to the Consultant's registered office or other address notified for the purposes of the Contract and deemed to have been served at the date and time of delivery; b) first class post to the Consultant's registered office. Such Notices shall be deemed to have been served 48 hours after posting.
1.1.16	<u>Results</u>	All things produced in performing the Services including maps, plans, photographs, drawings, tapes, statistical data, experimental results, field data, analysis of results, published and unpublished results and reports, inventions, computer programmes and user documentation.
1.1.17	<u>Resulting Rights</u>	All Intellectual Property Rights in the Results that are originated, conceived, written or made by the Consultant, whether alone or with others in the performance of the Services or otherwise resulting from the Contract.
1.1.18	<u>Permission</u>	Express permission given in writing before the act being permitted.
1.1.19	<u>Services</u>	All services detailed in the Specification including any additions or substitutions as may be requested by the Contract Supervisor.
1.1.20	<u>Regulations</u>	The Public Contract Regulations 2015 (SI 2015/102) as amended.

- 1.2 Except as set out above, the Contract shall be interpreted in accordance with the Interpretation Act 1988.
- 1.3 All headings in these Conditions are for ease of reference only, and shall not affect the construction of the Contract.
- 1.4 Any reference in these Conditions to a statutory provision will include all subsequent modifications.
- 1.5 All undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

2 PRECEDENCE

- 2.1 To the extent that the following documents form the Contract, in the case of conflict of content, they shall have the following order of precedence:

Conditions of Contract including Appendix, Data Protection Schedule and any Special Conditions;
Specification;
Pricing Schedule;
Drawings, maps or other diagrams.

3 CONTRACT SUPERVISOR

- 3.1 The Consultant shall strictly comply with any instruction given by the Contract Supervisor concerning or about, the Contract provided such instructions are reasonable and consistent with the nature, scope and value of the Contract. All such instructions shall be in writing. The Consultant is not obliged to comply with any verbal instruction from the Contract Supervisor that is not confirmed in writing within 7 working days.

4 THE SERVICES

- 4.1 The Consultant shall provide all staff, equipment, materials and any other requirements necessary for the performance of the Contract using reasonable skill, care and diligence, and to the reasonable satisfaction of the Contract Supervisor.
- 4.2 The Consultant shall only employ in the execution and superintendence of the Contract, persons who are suitable and appropriately skilled and experienced. The Contract Supervisor shall be at liberty to object to and require the Consultant to remove any person employed in or about the Contract who is unsuitable, misconducts himself, is incompetent or negligent in the performance of his duties or persists in conduct which could endanger the health or safety of others. Such persons shall not be employed again on the Contract without the Permission of the Contract Supervisor

5 ASSIGNMENT

- 5.1 The Consultant shall not assign, transfer or sub-contract the Contract, or any part of it, without the Permission of the Contract Supervisor.
- 5.2 Any assignment, transfer or sub-contract entered into, shall not relieve the Consultant of any of his obligations or duties under the Contract.
- 5.3 Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract.

6 CONTRACT PERIOD

- 6.1 The Consultant shall perform the Services within the time stated in the Appendix, subject to any changes arising from Condition 10 (Variations) and/or Condition 11 (Extensions of Time).

7 PROPERTY

- 7.1 All property issued by the Agency to the Consultant in connection with the Contract shall remain the property of the Agency, and shall be used in the execution of the Contract, and for no other purpose whatsoever without the prior approval of the Contract Supervisor.
- 7.2 The Consultant shall keep all Agency Property in safe custody and good condition, set aside and clearly marked as the property of the Agency.
- 7.3 On expiry or earlier termination of the Contract, the Consultant shall, if so required, either surrender such property to the Agency, or otherwise dispose of it as instructed by the Contract Supervisor.

8 MATERIALS

- 8.1 The Consultant shall be responsible for establishing his own sources of supply for goods and materials and will be responsible for ensuring the reasonable and proper conduct by his suppliers and staff whilst on the Agency's premises.
- 8.2 The Consultant shall not place, or caused to be placed, any orders with suppliers or otherwise incur liabilities in the name of the Agency or any representative of the Agency.

9 SECURITY

- 9.1 The Consultant shall be responsible for the security of all goods and equipment belonging to the Agency and used by the Consultant in the provision of the Services, belonging to the Consultant, or the Consultant's staff, or sub-Consultants, whilst on Agency premises.
- 9.2 This Condition shall not prejudice the Agency's rights under Condition 15 (Indemnity).

10 VARIATIONS

- 10.1 The Contract Supervisor may vary the Contract by adding to, deleting or otherwise modifying the Services to be supplied, by written order to the Consultant provided such variations are reasonable and consistent with the nature, scope and value of the Contract.
- 10.2 The value of any such variation, other than any variation arising out of Condition 10.3, shall be determined by reference to the rates contained in the Pricing Schedule. Where the Services so ordered are not covered in the Pricing Schedule, they shall be valued at a fair and reasonable rate agreed between the Contract Supervisor and the Consultant.
- 10.3 Where a variation is the result of some default or breach of the Contract by the Consultant or some other cause for which he is solely responsible, any additional cost attributable to the variation shall be borne by the Consultant.
- 10.4 The Consultant may also propose a variation to the Services but no such variation shall take effect unless agreed and confirmed in writing by the Contract Supervisor.
- 10.5 No variation shall have the effect of invalidating the Contract, or placing the Contract at large, if that variation is reasonably consistent with the nature, scope and value of the Contract. The Agency may vary the Contract to comply with a change in English Law. Such a change will be effected by the Contract Supervisor notifying the Consultant in writing.
- 10.6 The Agency may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- 10.6.1 any Contracting Authority; or
- 10.6.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Agency; or
- 10.6.3 any private sector body which substantially performs the functions of the Agency, provided that any such assignment, novation or other disposal shall not increase the burden of the Consultant's obligations under the Contract.

10.7 Any change in the legal status of the Agency such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Agency.

11 EXTENSIONS OF TIME

11.1 Should the performance of the Contract be directly delayed by any cause beyond the reasonable control of the Consultant, and provided that the Consultant shall first have given the Contract Supervisor written notice within 5 working days after becoming aware that such delay was likely to occur, then the Contract Supervisor, if satisfied that this Condition applies:

11.1.1 in the case of any delay of which the Agency is not the cause, may grant the Consultant such extension of time, as in his opinion is reasonable, having regard without limitation, to any other delays or extensions of time that may have occurred or been granted under the Contract. The Contract Price shall not increase as a result of such an extension of time.

11.1.2 in the case of any delay of which the Agency is the cause, shall grant the Consultant a reasonable extension of time to take account of the delay.

11.2 No extension of time shall be granted where in the opinion of the Agency, the Consultant has failed to use best endeavours to avoid or reduce the cause and/or effects of the delay.

11.3 Any extension of time granted under this Condition shall not affect the Agency's rights to terminate or determine the Contract under Conditions 13 (Termination) and 14 (Determination).

12 DEFAULT

12.1 The Consultant shall be in default if he:

12.1.1 fails to perform the Contract with due skill, care, diligence and timeliness;

12.1.2 refuses or neglects to comply with any reasonable written instruction given by the Contract Supervisor;

12.1.3 is in breach of Contract.

12.2 Where in the opinion of the Contract Supervisor, the Consultant is in default, the Contract Supervisor may serve a Notice giving at least 5 working days in which to remedy the default.

12.3 If the Consultant fails to comply with such a Notice, the Contract Supervisor may, without prejudice to any other rights or remedies under the Contract, take over for as such a period as is necessary the performance of the relevant part of the Contract and make other arrangements for its completion. Any extra costs arising from this action, will be paid by the Consultant or deducted from any monies owing to him.

13 TERMINATION

- 13.1 The Agency may immediately, without prejudice to any other rights and remedies under the Contract, terminate all or any part of the Contract by Notice in writing to the Consultant, Receiver, Liquidator or to any other person in whom the Contract may become vested, if the Consultant:
- 13.1.1 fails in the opinion of the Contract Supervisor to comply with (or take reasonable steps to comply with) a Notice under Condition 12.2.
 - 13.1.2 becomes bankrupt or insolvent, or has a receiving order made against him, or makes an arrangement with his creditors, or (being a corporation) commences to be wound up, not being a voluntary winding up for the purpose of reconstruction or amalgamation, or has a receiver, administrator, or administrative receiver appointed by a Court.
- 13.2 The Agency may terminate the Contract on written Notice to the Consultant if:
- 13.2.1 the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
 - 13.2.2 the Consultant was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or
 - 13.2.3 the Contract should not have been awarded to the Consultant in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.

14 DETERMINATION

- 14.1 Without prejudice to any other rights or remedies under the Contract, the Agency reserves the right to determine the Contract at any time by giving not less than one month's Notice, (or such other time period as may be appropriate).
- 14.2 The Agency shall pay the Consultant such amounts as may be necessary to cover his reasonable costs and outstanding and unavoidable commitments necessarily and solely incurred in properly performing the Contract prior to determination.
- 14.3 The Agency will not pay for any costs or commitments that the Consultant is able to mitigate and shall only pay those costs that the Agency has validated to its satisfaction. The Agency's total liability under this Condition shall not in any circumstances exceed the Contract Price that would have been payable for the Services if the Contract had not been determined.

15 INDEMNITY

- 15.1 Without prejudice to the Agency's remedies for breach of Contract, the Consultant shall fully indemnify the Agency and its staff against any legally enforceable and reasonably mitigated liability, loss, costs, expenses, claims or proceedings in respect of:
- 15.1.1 death or injury to any person;
 - 15.1.2 loss or damage to any property excluding indirect and consequential loss;
 - 15.1.3 infringement of third party Intellectual Property Rights;
- which might arise as a direct consequence of the actions or negligence of the Consultant, his staff or agents in the execution of the Contract.
- 15.2 This Condition shall not apply where the damage, injury or death is a direct result of the actions,

or negligence of the Agency or its staff.

16 LIMIT OF CONSULTANT'S LIABILITY

16.1 The limit of the Consultant's liability for each and every claim by the Agency, other than for death or personal injury, whether by way of indemnity or by reason of breach of Contract, or statutory duty, or by reason of any tort shall be:

16.1.1 the sum stated in the Appendix;

16.1.2 if no sum is stated, the Contract Price or £5million whichever is the greater.

17 INSURANCE

17.1 The Consultant shall insure, and maintain insurance against the liabilities under Condition 15 (Indemnity) in the manner and to the values listed in the Appendix to these Conditions. If no sum is stated, the value insured shall be £5million.

17.2 If specifically required by the Agency, nominated insurances shall be in the joint names of the Consultant and the Agency.

17.3 The Consultant shall, upon request, produce to the Contract Supervisor documentary evidence that the insurances required are fully paid up and valid for the duration of the Contract.

18 PREVENTION OF FRAUD AND CORRUPTION

18.1 The Consultant shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.

18.2 The Consultant shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Consultant's staff and the Consultant (including its shareholders, members and directors) in connection with the Contract and shall notify the Agency immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Consultant or the Consultant's staff engages in conduct prohibited by this clause 18 or commits fraud in relation to the Contract or any other contract with the Crown (including the Agency) the Agency may:

18.3.1 terminate the Contract and recover from the Consultant the amount of any loss suffered by the Agency resulting from the termination, including the cost reasonably incurred by the Agency of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Agency throughout the remainder of the Contract; or

18.3.2 recover in full from the Consultant any other loss sustained by the Agency in consequence of any breach of this clause.

18.4 The Consultant shall not, directly or indirectly through intermediaries commit any offence under the Bribery Act 2010 (as amended), in any of its dealings with the Agency.

19 MONITORING AND AUDIT

19.1 The Contract Supervisor may inspect and examine the Services being carried out on the Agency's premises, or elsewhere at any reasonable time. Where the Services are being performed on other than the Agency's premises, reasonable notice to inspect shall be given to the Consultant. The Consultant shall give all such facilities as the Contract Supervisor may reasonably require for

such inspection and examination.

20 CONTRACT PRICE

- 20.1 The Contract Price will be paid by the Agency to the Consultant, as amended by any variations ordered under Condition 10 (Variations).
- 20.2 In addition to the Contract Price, the Agency will pay to the Consultant such Value Added Tax (if any) as may properly be chargeable at rates ruling at the time of invoice.

21 INVOICING AND PAYMENT

- 21.1 Invoices shall only be submitted for work already satisfactorily completed, and accompanied by such information as the Contract Supervisor may reasonably require to verify the Consultant's entitlement to payment. Such invoices will be paid in 30 days from receipt by the Agency.
- 21.2 If any sum is payable under the Contract by the Consultant to the Agency, whether by deduction from the Contract or otherwise, it will be deducted from the next available invoice.
- 21.3 If the Consultant enters into a sub-contract with a supplier for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in the sub-contract which requires payment to be made of all sums due from it to the sub-Consultant within 30 days from the receipt of a valid invoice.

22 INTELLECTUAL PROPERTY RIGHTS

- 22.1 The Consultant warrants to the Agency that the performance of the Services, shall not in any way infringe any Intellectual Property Rights of any third party.
- 22.2 The Consultant shall not be liable if such infringement arises from the use of any design, technique or method of working provided by or specified by the Agency.
- 22.3 If the Consultant is prevented from carrying out his obligations under the Contract due to any infringement or alleged infringement of any Intellectual Property Rights, the Agency may without prejudice to any other rights and remedies under the Contract, exercise the powers and remedies available to it under Conditions 13 (Termination) and 14 (Determination).
- 22.4 All Results shall be the property of the Agency.
- 22.5 The Resulting Rights in any Results, and any interim results shall, from the time they arise, be the property of the Agency and the Agency shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Results or any interim results. The Agency's intention to apply for such patent or other protection shall be notified to the Consultant. Such applications for patents or other registered Intellectual Property Rights shall be filed in the name of the Agency.

23 WARRANTY

- 23.1 The Consultant warrants that the Services supplied by him will be discharged with reasonable skill, care and diligence.

24 STATUTORY REQUIREMENTS

- 24.1 The Consultant shall fully comply with all relevant statutory requirements in the performance of the Contract, including, but not limited to the giving of all necessary notices and the paying of all fees.

25 ENVIRONMENT, SUSTAINABILITY AND DIVERSITY

- 25.1 The Consultant in the performance of this Contract should adopt a sound proactive environmental approach, designed to minimise harm to the environment, to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of single-use plastic, ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and/or the environment, and be able to provide proof of so doing to the Agency on demand.
- 25.2 The Agency is committed to ensuring that workers employed within its supply chains are treated fairly, humanely and equitably. The Agency expects the Consultant to share this commitment and to understand any areas of risk associated with this and work to ensure they are meeting International Labour Standards. The Consultant ensures that it and its sub-Consultants and its supply chain;
- 25.2.1 comply with the provisions of the Modern Slavery Act 2015;
- 25.2.2 pay staff fair wages (and pays its staff in the UK not less than the Foundation Living Wage Rate); and
- 25.2.3 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.
- 25.3 The Consultant should support the Agency to achieve its Public Sector Equality Duty by complying with the Agency's policies (as amended from time to time) on Equality, Diversity and Inclusion (EDI). This includes ensuring that the Consultant (and their sub-Consultants) in the delivery of its obligations under this Contract:
- 25.3.1 eliminates discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;
- 25.3.2 advances equality of opportunity between people who share a protected characteristic and those who do not; and
- 25.3.3 fosters good relations between people who share a protected characteristic and those who do not.

26 PUBLICITY

- 26.1 The Consultant shall not advertise or publicly announce that he is supplying Services or undertaking work for the Agency without the Permission of the Contract Supervisor.

27 LAW

- 27.1 This Contract shall be governed and construed in accordance with the Law, and subject to the jurisdiction of the courts of England.

28 WAIVER

- 28.1 No delay, neglect or forbearance by the Agency in enforcing any provision of the Contract shall be deemed to be a waiver, or in any other way prejudice the rights of the Agency under the Contract.
- 28.2 No waiver by the Agency shall be effective unless made in writing.
- 28.3 No waiver by the Agency of a breach of the Contract shall constitute a waiver of any subsequent breach.

29 ENFORCEABILITY AND SURVIVORSHIP

- 29.1 If any part of the Contract is found by a court of competent jurisdiction or other competent authority to be invalid or legally unenforceable, that part will be severed from the remainder of the Contract which will continue to be valid and enforceable to the fullest extent permitted by law.
- 29.2 The following clauses shall survive termination of the Contract, howsoever caused: 13, 14, 15, 22, 23, 24, 27, 29, 30, 31, 32 and 33.

30 DISPUTE RESOLUTION

- 30.1 All disputes under or in connection with this agreement shall be referred first to negotiators nominated at a suitable and appropriate working level by the Agency and the Consultant.
- 30.2 If the parties' negotiators are unable to resolve the dispute within a period of 45 days from its being referred to them, the dispute shall be referred at the instance of either party to the parties' respective senior managers or directors (supported as necessary by their advisers).
- 30.3 If the parties' respective senior managers or directors are unable to resolve the dispute within 45 days the dispute shall be referred to the Centre for Dispute Resolution who shall appoint a mediator and the parties shall then submit to the mediator's supervision of the resolution of the dispute.
- 30.4 Recourse to this dispute resolution procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until 45 days after the appointment of the mediator.
- 30.5 If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be put in writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.
- 30.6 The parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the parties equally.
- 30.7 Any of the time limits in Condition 30 may be extended by mutual agreement. Such agreed extension shall not prejudice the right of either party to proceed to the next stage of resolution.

31 GENERAL

- 31.1 Neither party to the Contract will be liable to the other for any delay in performing or failing to perform its obligations (other than a payment obligation) under the Contract because of any cause outside its reasonable control. Such delay or failure will not constitute a breach of the Contract and the time for performance of the affected obligation will be extended by a reasonable period.
- 31.2 The Contract contains the whole agreement between the parties and supersedes all previous communications, representations and arrangements, written or oral. It is accepted that the Contract has not been entered into on the basis of any representations that are not expressly contained in the Contract.

32 FREEDOM OF INFORMATION ACT

- 32.1 The Environment Agency is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000 (as amended) ('Act') and the Environmental Information Regulations 2004 (as amended) ('Regulations').

32.2 The Consultant agrees that:

32.2.1 All information submitted to the Agency may need to be disclosed by the Agency in response to a request under the Act or the Regulations; and

32.2.2 The Agency may include information submitted (in whole or in part) in the publication scheme which it maintains under the Act or publish the Contract, including from time to time agreed changes to the Contract, to the public.

32.3 If the Consultant considers that any of the information included in its tender, or that it has submitted to the Agency or that is otherwise contained in the Contract, is commercially sensitive, it shall identify and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. The Consultant acknowledges that if it has indicated that information is commercially sensitive, such information may still be required to be disclosed by the Agency under the Act or the Regulations. The receipt of any material marked 'confidential' or equivalent by the Agency shall not be deemed to infer that the Agency agrees any duty of confidentiality by virtue of that marking.

33 DATA PROTECTION

33.1 In the event that the Contract requires data to be processed within the meaning of the Data Protection Legislation the Data Protection Schedule shall be completed by the Parties and provisions and definitions therein shall apply and bind the Parties as part of this Contract.

APPENDIX

Condition No		
1 Contract Supervisor		3
Representative:	[REDACTED] [REDACTED]	
Address:	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	
Tel:	[REDACTED]	
Mob:		
Email:	[REDACTED]	
2 Consultant		
Representative:	[REDACTED]	
Address:	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	
Tel:	[REDACTED]	
Email:	[REDACTED]	
3 Contract Period		6
Start Date:	1 September 2020	
Contract Period:	36 months	
Completion Date:	31 August 2023	
4 Insurance (Minimum Cover)		17
Public Liability:	[REDACTED]	
Professional Indemnity:	n/a	
5 Limit on Liability		16
Limit of Consultant's Liability (PL):	[REDACTED]	
Limit of Consultant's Liability (PI):	n/a	
6 Payment		21
Frequency of Invoicing:	half yearly in arrears	

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SPECIAL CONDITIONS

1 DEFINITIONS [Additional Clauses]

- 1.1.21 Schedule A schedule referred to in the Contract as forming part of the Contract.
- 1.1.22 The Work Materials Means any and all works of authorship and materials developed, written or prepared by the Consultant, its employees, agents or sub-contractors in relation to the Services (whether individually, collectively or jointly with the agency and on whatever media) including, without limitation, any and all reports, studies, data, diagrams, charts, specifications, pre-contractual and contractual documents and all drafts thereof and working papers relating thereto, but excluding ordinary correspondence passing between the Consultant and the Agency.

2 PRECEDENCE [Substitute Condition]

- 2.1 To the extent which any documents form part of the Contract, they shall in the case of conflict have the order of precedence as stated in the 'Form of Agreement'.

13 TERMINATION [Additional Clause]

- 13.3 On the expiration or termination of this Contract:
- 13.3.1. all rights and obligations of the parties under this Contract shall automatically terminate except for such rights of action as have accrued prior thereto and any obligations which expressly or by implication to come into or continue in force on or after such expiration or termination;
- 13.3.2. the Agency shall pay the Consultant for all unpaid charges and reimbursable expenses accrued up to the date of expiration or termination;
- 13.3.3. the Consultant shall give the Agency, at its request, all reasonable co-operation in transferring the Consulting Services and any Work Materials to another consultant ("Alternative Consultant") engaged by the Agency to provide the Services hereunder;
- 13.3.4. each part will return to the other any property of the other that it then has in its possession or control.

21 INVOICING AND PAYMENT [Additional Clause]

- 21.4 The Consultant shall on its own forms render invoices to the Agency at the following address:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] [REDACTED]

34 PRICING
[Additional Condition]

- 34.1 The prices, fees and expenses to be paid for the Services supplied in accordance with the Contract are shown in the Pricing Schedule.
- 34.2 All prices and rates shall be held fixed for the Contract Period
- 34.3 The Consultant shall maintain full and accurate records of the time spend in providing the Services and shall produce such records to the Agency for inspection at all reasonable times on request.
- 34.4 If it shall be necessary for the Consultant to make any journeys in the course of providing the Services, other than those made in order to attend their normal place of work, then the Agency shall reimburse the Consultant for all reasonable travelling and subsistence expenses actually and necessarily incurred in so doing, (and for the avoidance of doubt time spent travelling in this manner shall be included within the time spent by the Consultant in providing the Services). Any claims for reimbursement of reasonable travelling and subsistence expenses, actually and necessarily incurred, shall be paid by the Agency only if accompanied by written evidence.
- 34.5 The prices payable by the Agency are inclusive of all licence fees and all other charges associated with the Services.
- 34.6 All prices shown in the Contract are exclusive of Value Added Tax.

35 CONFIDENTIAL INFORMATION
[Additional Condition]

- 35.1 Confidential Information shall comprise any information disclosed to, or made available to the Consultant and his agents and staff in connection with the Contract and the provision of the Services. This will include, but not be limited to the Agency's procedures, the Contract, the Results, any Intellectual Property Rights of the Agency, or any other information which could reasonably be regarded as confidential.
- 35.2 The Consultant shall take all necessary precautions to ensure that all Confidential Information as in paragraph 1 of this Condition is:
- 35.2.1 given only to the minimum number of staff and then only to the extent necessary for each member of staff's activities in the provision of the Services;
- 35.2.2 treated as confidential and not disclosed, without the prior approval of the Contract Supervisor, to any other person.
- 35.3 Where, required by the Contract Supervisor, the Consultant will ensure his staff sign a confidentiality undertaking before commencing work on the provision of the Services and provide copies to the Contract Supervisor.
- 35.4 The Agency's remedies for breaches of paragraphs 1, 2 and 3 of this Condition shall not be limited to damages.
- 35.5 Nothing in this Condition shall prevent the Agency from disclosing such information relating to the outcome of the contract procurement process as may be required to be published in the Supplement to the Official Journal of the European Communities in accordance with EU Directives, or elsewhere in accordance with requirements of UK law on the disclosure of information.

36 FORCE MAJEURE
[Additional Condition]

- 36.1 Notwithstanding anything else contained in this Contract, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limited any delay caused by any act or omission of the other party) provided however that any delay by a subConsultant or Consultant of the party so delaying shall not relieve that party from liability for delay except where such delay is beyond the reasonable control of the subConsultant or Consultant concerned. Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delays (and the likely duration of the delay), the performance of such party's obligations shall be suspended during the period that the said circumstances persist and such party shall be granted an extension of time for performance equal to the period of the delay. Save where such delay is caused by the act or omission of the other party (in which event the rights, remedies and liabilities of the parties shall be those conferred and imposed by the other terms of this Contract and by law):
- 36.2 Any costs arising from such delay shall be borne by the party incurring the same.
- 36.3 Either party may, If such delay continues for more than 12 weeks, terminate this Contract forthwith on giving notice in writing to the other in which even neither party shall be liable to the other by reason of such termination save that the Agency shall pay the Consultant in respect of any work carried out by it prior to such termination.
- 36.4 Both parties will in any event use all reasonable endeavours to mitigate the impact of any event of force majeure and to recommence performance of their obligations under this Contract as soon as reasonably possible.

37 LOCATION OF CONSULTANT'S AND SUBCONSULTANT'S OFFICES
[Additional Condition]

- 37.1 The Services will be provided from the following Consultant's offices:

Address: [REDACTED]

Tel: [REDACTED]

Email: [REDACTED]

- 37.2 The details of any proposed subConsultants to be used in the provision of the Services are as follows:

Subcontracted Service (1): _____

SubConsultant's (1) Name: _____

SubConsultant's Address: _____

Tel: _____

Email: _____

Subcontracted Service (2): _____

SubConsultant's (2) Name: _____

SubConsultant's Address: _____

Tel: _____

Email: _____

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PRICING SCHEDULE

W.E.F. 01 SEPTEMBER 2020

1 PRICING - GENERAL

1.1 The prices to be paid for the Services supplied in accordance with the contract are:

Table 1: Pricing

Item No	Item Description	Start Date	Completion Date	Total Price £s (ex VAT)
1	Contribution to Partners (payment of expenses to Coastal Chairs).	01 September 2020	31 August 2023	The prices & rates stated in Tables 2 & 3.

1.2 All prices shall be held fixed for the duration of the Contract Period.

1.3 The rates payable by the Agency shall include all ancillary work and charges incurred by the Contractor in carrying out the services specified. For the avoidance of doubt, expenses for items such as travel or accommodation are agreed and paid separately.

1.4 All rates shall be inclusive of overheads and profit.

1.5 All prices shown in the Contract are exclusive of Value Added Tax.

1.6 Payments will be made to Coastal Group Chairs half yearly in arrears.

2 SCHEDULE OF RATES – COASTAL CHAIR EXPENSE FLAT RATE

2.1 The prices to be paid for these Services supplied in accordance with the Contract are as follows:

Table 2: Coastal Chair Expense Flat Rate

Item No	Item Description	Completion Date	Unit	Rate £s (ex VAT)
2	Coastal Chair Expense Rate ¹	31 August 2021	per hour	■
3	Coastal Chair Expense Rate ¹	31 August 2022	per hour	■
4	Coastal Chair Expense Rate ¹	31 August 2023	per hour	* ■

Notes: ¹Hourly rate = (Annual salary paid including National Insurance and Pension Contributions) xxxx% On Cost)/xxxx Working Hours PA

3 TRAVEL AND SUBSISTENCE EXPENSES

3.1 All expense rates for items such as travel and subsistence are agreed and paid separately.

Table 3: Travel and Subsistence Expenses

Item No	Item Description	Fixed amount £s	Unit	Rate £s (ex VAT)
5	Travel by car ²	■	per mile	■
6	Travel by Rail (standard class fare)	0.00	at cost	■

Item No	Item Description	Fixed amount £s	Unit	Rate £s (ex VAT)
7	Travel by Public Transport	0.00	at cost	■
8	Overnight accommodation – All staff (to be agreed in advance with the Employer)	0.00	at cost	■
■	■ is the HMRC UK Business Mileage Rate.			

4 KEY PERSONNEL LIST

4.1 The details of Key Personnel involved in the provision of the Services are shown below:

Table 5: Key Personnel List

Key Personnel (Name)	Staff Grade / Job Title	Contract Role
■	■	■
■	■	■
■	■	■
■	■	■

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ENVIRONMENT AGENCY

Specification

Contract Title: Contribution to Partners

Bravo References: 29137

Conditions of Contract – Services with Special Conditions

Project/contract information

Project name	Contributions to Partners (Coastal Group Chairs)
Date	1 st April 2020
Version number	2
Author	Nick Hardiman, Principal Adviser – Coast, FCRM
Commercial Lead	Alex Townsend – Defra Group Commercial (DGC)

Details of the services

Background

In 2008 the Coastal Groups had been running for between 15 and 25 years, providing a source of local expertise that could be shared in a national or international context as well as a regional one. They succeeded largely on goodwill and local funding. In 2008 seven strategic Coastal Groups were formed, and with it the Coastal Group Network. National funding was made available to them in accordance with the terms of reference given to them by Defra in recognition of the contribution the Chairs (and, at times, Vice Chairs and other members) made to the strategic national and international coastal policy debate.

The Coastal Groups operate on three main levels:

Strategic: helping to effect the Environment Agency's Strategic Overview

Tactical: delivering Coastal Group business

Operational: assisting delivery of members business

The national funding is intended to cover only strategic level work. Coastal Group funds raised from membership fees should cover tactical work. In some cases, work will be done with an element of both tactical and strategic (or all three of the above) in mind, and it is the primary benefit that guides assessment of qualification for funding. For example, the Coastal Group Chair attends the Regional Flood & Coastal Committee together with appropriate sub committees partly for tactical influence to inform the investment programme within the Coastal Group area, but also to engage on strategic issues especially where the RFCC falls partly outside the Coastal Group area, so discretion is applied with regard to funding RFCC attendance.

Details

The day rate for Local Authority Chairs for payment of expenses will be their base salary plus immediate salary on-costs: national insurance, superannuation etc. This is similar to grant memorandum for capital. The rate does not cover office accommodation / support on-costs, which should be funded via the sponsoring authorities of Coastal Group members.

Chairs working outside a local authority will have their day rate agreed with the Environment Agency separately. Travel and subsistence expenses can also be claimed where incurred against strategic activity.

Claims should be made half-yearly, initially providing details to the budget manager (Environment Agency Coast and Countryside team) of activities undertaken set out in the template that accompanies this guidance, and then once approved, by invoice from the Chair's local authority (where applicable) to the Environment Agency for hours and expenses.

Coastal Chairs must send invoices directly to SSCL using the contact details below:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] [REDACTED]

There is no set limit to any one Coastal Group, but it is expected that the Chair of the Coastal Group Network may be justified in having a greater allowance which they can then share around the other groups as they delegate and deputise activities.

As stated in Condition 34.2 in 'Contribution to Partners Conditions of Contract – Services with Special Conditions' document, all prices and rates shall be held fixed for the Contract Period. These agreed expense rates can be found in the Price Schedule.

It is a requirement that all Coastal Group Chairs (Consultants) sign the Form of Agreement once all expense rates and contract details have been agreed. Once the Form of Agreement is signed, it means that the provisions of the following documents form part of this Contract;

- Contribution to Partners Conditions of Contract – Services with Special Conditions;
- Contribution to Partners Contract Brief for CG Chairs;
- Contribution to Partners Expenses Specification;
- Contribution to Partners Price Schedule.

Strategic expenses claims guidance

The table below is intended as a guide to the activities considered strategic for these purposes, and likely number of days per year each Coastal Group Chair should expect remuneration to cover:

Nr	Coastal Group Chair activity	Approx days / year / Chair	Comments
1	Attend Defra / EA Stakeholder Forum	2	Accommodation not included unless part of Coastal Group Chairs meeting.
2	Attend EA Coastal Practitioners Event	3	Accommodation included.
3	Attend Coastal Group Chair – EA national team meetings	3 incl at least 1 with RFCC Coastal Leads	Usually three face-to-face plus occasional teleconferences. Includes travel, subsistence and accommodation. RFCC Coastal Leads subsistence and accommodation provided for up to two meetings per year.
4	Attend specific national meetings involving the EA e.g. project boards /steering groups on which Coastal Group Chair is an invited participant in Coastal Group capacity	Limited by agreement with each CG Chair	To include preparation where necessary. Please provide forward plan of these to EA in April/October.
5	Produce Annual SMP Report	2	To inform RFCCs and Environment Agency s18 reporting. With assistance from EA Area teams.
6	Attend RFCC Meetings	Discretionary – up to 4	Coastal Group meetings to be funded by Coastal Group/sponsoring authorities.
Not included as a strategic activity for remuneration purposes			
7	Local secretarial work to support the Group or the Chairs		Secretarial support is offered locally for CGs, not from a national budget.
8	Attend non-EA workshops: Defra / LGA / ICE etc		Chairs can attend but this is generally to be funded by the Coastal Group or local authority. However, some may be funded as strategic activity by arrangement where the Environment Agency's Strategic Overview will benefit directly.

	Network Chairman or delegated representative activity	Approx days/yr	Comments
9	Flood and Coastal (Telford) National Conference	4-5	Potential role on conference advisory panel.
10	KRING	2-3	By arrangement only – subject to funding availability
11	North Sea Coastal Managers Conferences	2-3	By arrangement only – subject to funding availability
12	RFCC Chairman's Meetings	Up to 4	To include preparation & feedback as necessary.
13	Defra Liaison Meetings	1-2	Partly by telecom
14	<i>CIWEM Rivers and Coastal Group/ICE Maritime Panel/Ciria</i>	Discretionary	To include preparation & feedback as necessary. Please provide forward plan of these to EA in April/October.
15	<i>LGA coastal Special Interest Group and associated Officers Group</i>	4	To include preparation & feedback as necessary.
16	<i>Technical Advisors Group</i>	2	Cut back amount of visits to allow inland flooding element to develop
17	<i>EA Technical Appraisers Group</i>	4	To include preparation & feedback as necessary.
18	Coastal Research Steering Group	2	To include preparation & feedback as necessary.
19	National Network of Regional Coastal Monitoring Programmes Project Board	Up to 6	To include preparation & feedback as necessary.
20	At least 1 meeting of each coastal group per year.	6	Complemented by EA Head Office Service Level

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