



Department
for Environment
Food & Rural Affairs

Order Form – Contract for Research and Development Goods and/or Services

1. Purchase Order Number	To be provided once contract is in place
2. Customer	Environment Agency
3. Contractor(s)	JBA Consulting Limited 1 Broughton Park, Old Lane North, Broughton, Skipton, North Yorkshire, Bd23 3fd
4. Co-Funder(s)	N/A
5. Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables: N/A
6. The Agreement	<p>This Order is part of the Agreement and is subject to the terms and conditions appended at Appendix 1 and shall come into effect on the Start Date.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.</p> <p>The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):</p> <ul style="list-style-type: none">a) this Order;b) the terms and conditions at Appendix 1; andc) the remaining Appendices (if any) in equal order of precedence.
7. Deliverables	Goods: None
	Services: See Appendix 2 – Specification/ Description

8. Milestone Delays (Clause 18.2.10)	N/A
9. Start Date	1 st April 2024
10. Expiry Date	31 st March 2025
11. Extension Period (Clause 5.2)	N/A
12. Charges	The Charges for the Deliverables shall be as set out below in Appendix 3 – Charges. Unless and to the extent otherwise expressly stated in Appendix 3, the Charges are fixed for the duration of the Agreement.
13. Payment including Payment by Co-funder(s)	<p>Payments will be made in pounds (GBP) by BACS transfer using the details provided by the supplier on submission of a compliant invoice.</p> <p>Invoices must be submitted to the Contract Manager upon the corresponding deliverable being received for review and sign off.</p> <p>Any invoices that are submitted that do not meet the following criteria will not be processed:</p> <ul style="list-style-type: none"> • 1 PDF per invoice (no larger than 4mb in size) – all supporting documentation must be included in that PDF (no additional separate supporting documentation as a separate file). • Multiple invoices can be attached to one email; however, as above we can only accept 1 invoice per PDF (and no additional supporting files). • Invoices must be dated. • Invoices must quote a valid Purchase Order. • Invoices must have a breakdown of what is being billed. • Invoices must include the total before and after VAT.
14. Customer's Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>██████████ ██</p> <p>or, in their absence,</p> <p>██████████ ██</p>
15. Contractor's Authorised Representative	<p>For general liaison your contact will continue to be</p> <p>██████████ ██</p>
16. Co-funder's Authorised Representative	<p>For general liaison your contact will continue to be</p> <p>N/A</p>

17. Optional Intellectual Property Rights (“IPR”) Clauses	The Customer has chosen Option B in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.		
18. Contractor’s general liability cap	The liability of the Contractor as set out in Clause 16.2.1 of the terms and conditions. Total liability is no more than the total charges or £5m whichever is the greater.		
19. Progress Meetings and Progress Reports	<ul style="list-style-type: none"> • The Contractor shall attend progress meetings with the Customer every month. • The Contractor shall provide the Customer with progress updates every month. 		
20. Address notices for	Customer: <div>██████████</div> <div>████████████████████</div> <div>████████████████████</div> <div>████████████████████</div> <div>██████</div> <div>████████████████████████████████</div> <div>██████████████</div> Co-funder(s): N/A	Contractor: <div>██████████</div> <div>████████████████</div> <div>██████████████</div> <div>██████████</div> <div>██████</div> <div>██████</div> <div>████████████████████████████████</div> <div>██████</div> <div>████████████████████████████████</div>	
21. Key Personnel of the Contractor	Key Personnel Role: Contractor’s Project Manager	Key Personnel Name: <div>██████████</div>	Contact Details: <div>██</div>
22. Procedures and Policies	For the purposes of the Agreement: The Customer’s protection and security requirements are contained in Clause 15. Protection and security of data of the Research and Development Terms and Conditions. The Customer’s sustainability policy can be found at: Our energy use - Environment Agency - GOV.UK (www.gov.uk) The Customer’s equality and diversity policy can be found at: Equality and diversity - Environment Agency - GOV.UK (www.gov.uk)		

Appendix 1: R&D Terms and Conditions

The terms and conditions applicable to this requirement can be found on the website below

[Research and development terms and conditions - GOV.UK \(www.gov.uk\)](https://www.gov.uk)

Appendix 2: Specification/Description

CSF-HYPE is central to our work in the evaluation of CSF in the ARE team. As the improved model moves into being used for a wider variety of tasks within the Agency, access to technical expertise, support and advice will be essential and will need to be flexible in its timing during the year.

The most efficient way to deliver our requirements for the model is to let a flexible call-off contract to call down services as they are required so that the Agency's changing needs can be met in a timely manner. The contract must be flexible as to timing and exact requirements as the Agency's priorities will develop during the year.

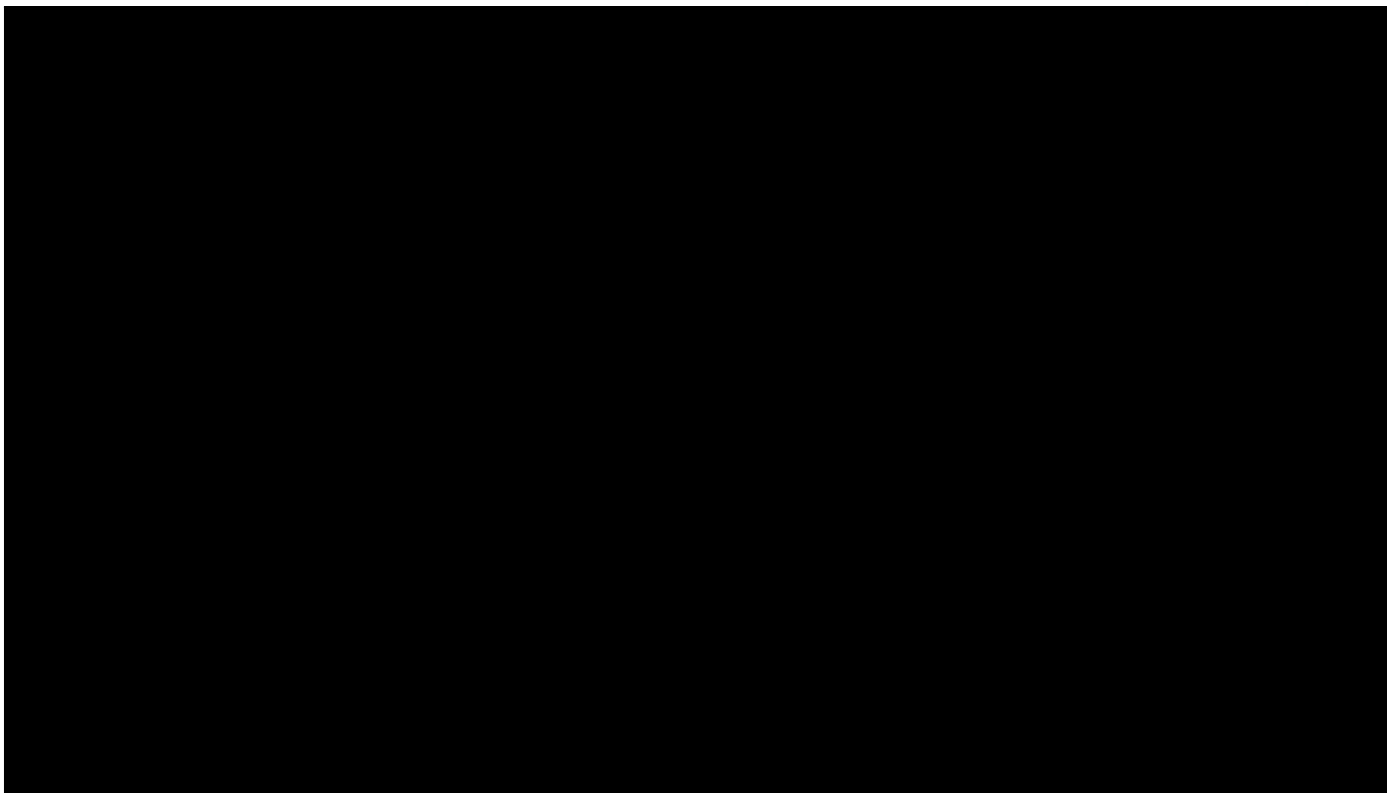
This is proposed as a one-year contract to provide technical support during this financial year. The Contractor shall provide the following technical support Services:

- Technical support and guidance to transfer knowledge and skills required for EA staff to update, calibrate, and run the model. This may be in the form of training, guidance or workshops. The timing and format of the support required will be agreed with the ARE team lead during the contract period.
- Technical support and advice in the use of model outputs. This may be in the form of training, guidance, or workshops.
- Provide support to HYPE model users as the need arises.
- Limited model improvements and further development in collaboration with the ARE team. The model developments proposed include:
 - Consider whether it is possible to update the HYPE model intermittent data with 15-minute recorded data and the benefits of this approach.
 - Update HYPE with IE data and run. This is dependent on the outcome of a separate project.
 - Groundwater improvements to chalk catchments and consider the benefits of improvements in non-chalk groundwater influence.
 - Develop ability to add a time series of land use change.

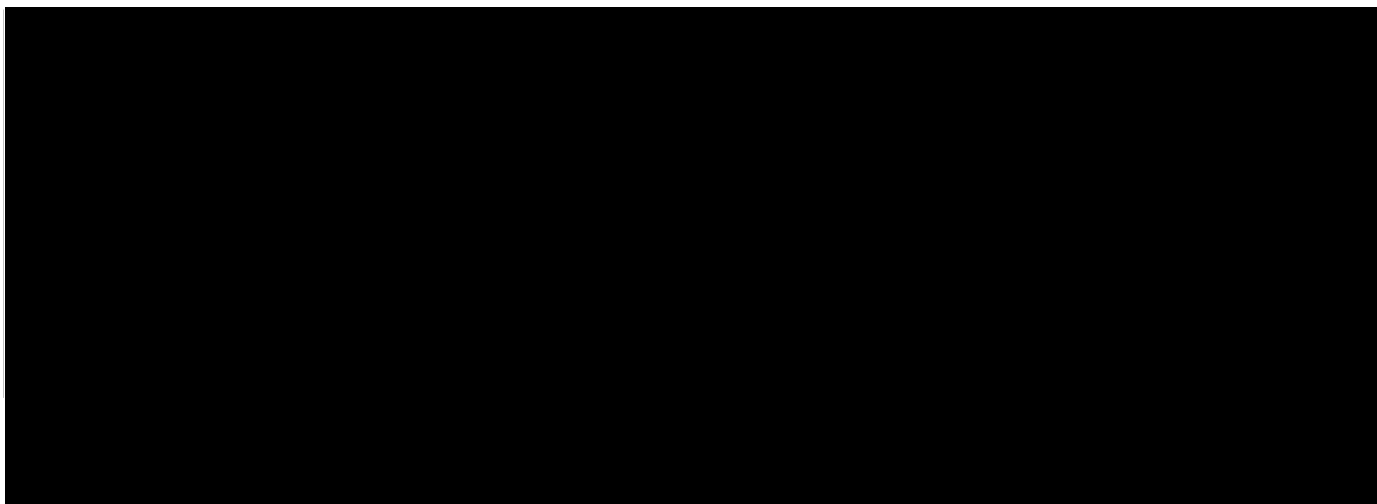
The details and timing to be agreed in advance with the ARE team lead.

- To maintain the HYPE share point site
- To maintain a relationship with the model code developers at SMHI and to seek their input if required.

Appendix 3: Charges



Sub-Total £50,000.66 + VAT



Appendix 4: Processing Personal Data

Authorised Processing Template

Agreement:	N/A
Date:	N/A
Description of authorised processing	N/A
Identity of Controller and Processor for each category of Personal Data	N/A
Subject matter of the processing	N/A
Duration of the processing	N/A
Nature and purposes of the processing	N/A
Type of Personal Data	N/A
Categories of Data Subject	N/A
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	N/A
Locations at which the Contractor and/or its sub-contractors process Personal Data under this Agreement	N/A
Protective Measures that the Contractor and, where applicable, its sub-contractors have implemented to protect Personal Data processed under this Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	N/A