

CONTRACT ORDER

This Contract Order is for a software lease agreement and associated support and maintenance for the 'Qube' system.

CONTRACT REFERENCE NUMBER: project_35936, contract number TBC

DATE: 17th March 2022

PURCHASE ORDER NUMBER: 1070127907

FROM: The Environment Agency

Horizon House
Deanery Road
Bristol

TO: Wallingford HydroSolutions Ltd

Stables 4
Howbery Business Park
Wallingford
OX10 8BA

BS1 5AH

Contract Supervisor:

Job Title: Procurement Officer

Telephone No:

E-mail Address:

DELIVERY LOCATION:

Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

INVOICE ADDRESS:

Procure To Pay (England)
Shared Service Connected Ltd
Environment Agency
Po Box 797
Newport
Gwent
NP10 8FZ

SERVICES:

The services to be provided by the suppliers are detailed in the attached Lease Agreement v1 document:



EA Qube Lease
Agreement v1.pdf

Exploitation and Royalty Payments

The parties recognise that the Software will be leased by WHS on a like for like annual basis to third party customers in return for an Annual License Fee

The parties further recognise that the third party customers leasing the Software may lease the CORE functionality or the CORE functionality and the AIE functionality.

The parties also recognise that WHS may also release the CORE functionality to other third parties on a credit based pay per view basis.

WHS agrees that the structure of the Annual license Fee for the lease of the Software leased to third parties will be in accordance with the fraction of total fee pricing structure specified in Table 1.

The Environment Agency will receive a royalty on each annual lease of the Software to third parties that includes the lease of the AIE extension functionality.

The value of the royalty will be equivalent to the lease fee owed for the AIE extension functionality to WHS. These royalty payments will be accrued, without deduction to the Environment Agency.

An example of the royalty payment entitlement for the AIE extension functionality is shown below:

██████████	██████████
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██	██████████
████████████████████████████████████	██████████
██	██████████
████████████████████	

██████████ payment due to the Environment Agency.

The Environment Agency's right to these Royalty payments will survive the termination of this Agreement, and persist in perpetuity.

WHS will report the accrued value of AIE lease fees to the Environment Agency on a quarterly basis. The report will include the name of the leasing third parties and the breakdown of the lease fees paid by the leasing third parties and the start and end date of the lease period.

No later than one calendar month before due date for the payment of annual lease fees under this agreement by the Environment Agency the Environment Agency reserves the right to request that all, or part of the balance of accrued Royalty payments shall be deducted from the lease fee due to WHS. Upon receipt of this request WHS shall issue a statement of account to the Environment Agency stating the total lease fee due, the value of the accrued Royalty payments to be deducted from the lease fee, the net lease fee to be paid and the balance of the Royalty accrual following payment.

If the value of the accrued Royalty payments exceed the total annual lease fees due under this agreement, or if the Environment Agency has ceased to renew the annual lease of the Software the Environment Agency will issue an invoice to WHS for the value of the accrued Royalty within 3 calendar months of the anniversary of the lapsed lease agreement, this is on the condition that WHS has provided all information required to enable the Environment Agency to raise the invoice. Upon receipt of an invoice WHS will pay the accrued royalties to the Environment Agency.

CONTRACT PERIOD: 1st April 2022 to 31st March 2023	
Commencement Date:	1 st April 2022
Duration:	12 months
CONTRACT PRICE EXCLUDING VAT:	CONTRACT PRICE INCLUDING VAT:
£29,026	£
PAYMENT PROFILE, RATES AND CHARGES:	
Annual payment due up front.	

AGENCY RESPONSIBILITIES:

Any responsibilities of the Agency are covered in the attached Lease Agreement

CONTRACTOR RESPONSIBILITIES:**MANAGEMENT INFORMATION:**

We will require you to quote the Purchase Order number on all invoices to ensure timely payment.

CONDITIONS:

The following terms and conditions will apply:

General Terms and conditions:



General Conditions
GDPR.docx

Special conditions:



Support &
Maintenance.docx



Software
licence.docx



Hosting.docx

1. Intellectual Property Rights and Software Licensing

1.1 All Intellectual Property Rights in the Software and Services specified and developed under the Contract Order will reside with the contractor. For avoidance of doubt the Agency shall not obtain any ownership of the Intellectual Property Rights residing in the Software.

1.2 All Software provided pursuant to Agreement shall unless otherwise agreed be subject to the licence terms set out in the Software Licence agreement.

1.3 This Software Licence will terminate upon completion or termination of this Agreement.

2. Precedence

2.1 To the extent of and only to the extent of any conflict between the documents that form this Contract Order the Software License Agreement shall take precedence over the Special Conditions for support and maintenance; software development; software licence; hosting and the Agency General Conditions (including GDPR General Conditions).

PLEASE NOTE: This contract should be read in conjunction with the following: two documents

- EA Qube Lease Agreement v1
- EA Qube Lease Fee and Royalty statement 2022-2023



EA Qube Lease Agreement v1.pdf



EA Qube lease fee and royalty statement

SIGNATURE:

Signed on behalf of the Environment Agency:

Signed on behalf of the Contractor:

Authorised Signatory:

Authorised Signatory:

[Redacted signature]

[Redacted signature]

Print name: [Redacted]

Print name: [Redacted]

Job title: [Redacted]

Job title: [Redacted]

[Redacted] 11th May 2022

Date: 12th May 2022