Add EA Logo

**Standard Contract for Goods and/or Services - Order Form**

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| 1. **Purchase Order Number**
 | To be confirmed on award |
| 1. **Customer**
 | Environment Agency |
| 1. **Contractor(s)**
 | To be confirmed on award |
| 1. **Defra Group Members**
 | The following Defra Group members will receive the benefit of the Deliverables:Department for Environment, Food and Rural AffairsEnvironment AgencyNatural EnglandRural Payments Agency |
| 1. **The Agreement**
 | This Order is part of the Agreement and is subject to the terms and conditions referenced at Appendix 1 and shall come into effect on the Start Date.Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions. The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):1. this Order;
2. the terms and conditions at Appendix 1; and
3. the remaining Appendices (if any) in equal order of precedence.
 |
| 1. **Deliverables**
 | **Applicable Deliverables**  | **Goods Only:**[ ] **Services Only:**[x] **Good and Services:**[ ]  |
| **Goods** | **None.** |
| **Services** | Description: as set out in attached Request for Quotation document.To be performed at: Contractor’s premises and/or a premises of members of the farm group included in the studyDate of Delivery: To be completed within 3 months of contract start date |
| 1. **Start Date**
 | *28 October 2024*  |
| 1. **Expiry Date**
 | *3 February 2024* |
| 1. **Charges**
 | The Charges for the Services shall be as set out in Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement.  |
| 1. **Payment**
 | *Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice.* |
| 1. **Contractor’s Liability Cap (Clause 13.2.1)**
 | A sum equal to £5,000,000 as per clause 13.2. |
| 1. **Customer’s Authorised Representative(s)**
 | For general liaison your contact will continue to be Stephen Smith, Stephen.smith@environment-agency.gov.uk or, in their absence, Ereck Chibuwe, Ereck.chibuwe@envornonemt-agency.go.uk |
| 1. **Contractor’s Authorised Representative**
 | For general liaison your contact will continue to be [**Insert *contract manager name and contact details***] or, in their absence, [**Insert *secondary name and contact details***]. |
| 1. **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. |
| 1. **Progress Meetings and Progress Reports**
 | * The Contractor shall attend progress meetings with the Customer every 2 weeks
* The Contractor shall provide the Customer with progress reports every week
 |
| 1. **Address for notices**
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| **Customer:** | **Contractor:** |
| Stephen SmithAttention: Stephen Smith, Water Resources Project ManagerEmail: wrnationalframework@environment-agency.gov.uk | [**insert *nameand address of Contractor*]**Attention: **[insert *title***]Email: [**insert *email address***] |
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| 1. **Key Personnel of the Contractor**
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| **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** |
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| 1. **Procedures and Policies**
 | For the purposes of the Agreement:The Customer’s security / data security requirements are: in alignment with the Environment Agency’s personal data charter: ***https://www.gov.uk/government/organisations/environment-agency/about/personal-information-charter***The Customer’s equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy are to be found in here: ***https://www.gov.uk/government/publications/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024***  |
| 1. **Special Terms**
 | N/A |
| 1. **Additional Insurance**
 | N/A |
| 1. **Further Data Protection Provisions**
 | The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:**Yes:**[x] **No:**[ ]  |

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| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor**   |
| Name: [**Insert** name] [**Insert** job title] | Name: [**Insert** name][**Insert** job title] |
| Date:  | Date: |
| Signature: | Signature: |

**Appendix 1: Terms and Conditions**

The Customer’s Standard Good & Services Terms and Conditions which can be located on the [Environment Agency Website](https://eur05.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fgovernment%2Forganisations%2Fenvironment-agency%2Fabout%2Fprocurement%23conditions-of-contract&data=05%7C01%7Cdaniel.lavender%40dlapiper.com%7Ce61b389c5e15470f278e08dbcc060e37%7Ce855e7acc54640d299f7a100522010f9%7C1%7C0%7C638328098969691096%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=unzkH5WPQYjTjWw3SjQNZshbWnx2ajnZZ0TwQcK7Wxo%3D&reserved=0) and which are called ‘Standard Goods & Services Terms and Conditions (EA)’

**Appendix 2: Specification/Description**

To be included post award

**Appendix 3: Charges**

To be included post award

**Appendix 4: Processing Personal Data**

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|  |   |
| **[XXXX]** |
| **Contract:** |
| **Date:** | **[XXXX]** |
| **Description of authorised processing** | **Details** |
| Identity of Controller and Processor for each category of Personal Data | Controller: Environment AgencyProcessor: Contractor [to be confirmed upon award] |
| Subject matter of the processing |  The processing involves investigating and evaluating Local Resource Options (LROs) to enhance water supply resilience for farmers in specified locations across England. Contractor will require names, addresses and abstraction licence data for the group of farmers participating in the study. Agreement of this from the farmers is covered by the application process. Contractor will use farmers commercially sensitive data about water use as part of the study. |
| Duration of the processing |  From October 2024 to February 2025 |
| Nature and purposes of the processing |  The processing aims to collect and analyse data on water usage, farming regimens, geology, and water landscapes to identify, screen, and rank LROs, with the goal of improving water supply resilience for farmers. |
| Type of Personal Data | Names, contact information, water usage data, farm locations, and financial data related to water resources, farming activities and expenses. |
| Categories of Data Subject |  Farmers, farm owners, and farm employees participating in the LRO investigation project. |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data | Upon project completion, * all personal data and data supplied under Environment Agency Conditional Licence will be securely deleted and physical copies shredded within 30 days unless legally required to retain the data.
* Project data will be securely deleted and physical copies shredded three years after project closure.

To be reviewed prior to contract signing with contractor |
| Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement | Primary data processing will occur at the Environment Agency, with contractors processing data at [Contractor's Address]. |
| Protective Measures that the Contractor and, where applicable, its subcontractors 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 | Data encryption, password protection on files, secure access controls, regular security audits, employee training on data protection, use of secure data storage solutions, and regular backups. |