Add EA Logo

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

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| 1. **Purchase Order Number** | **To be confirmed** | |
| 1. **Customer** | Environment Agency, Horizon House, Deanery Road, Bristol BS1 5AH | |
| 1. **Contractor(s)** | **To be confirmed** | |
| 1. **Defra Group Members** | The following Defra Group members will receive the benefit of the Deliverables:  N/A | |
| 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:**  **Good and Services:** |
| **Goods** | No Goods |
| **Services** | Description: as set out in Appendix 2 – Specification / Description  To be performed at ***[the Contractor’s premises and/or a third party’s premises and in each case the address****)].]*  Delivery Address for outputs: electronically by email to [vicki.betts@environment-agency.gov.uk](mailto:vicki.betts@environment-agency.gov.uk) telephone 07867201781  Date of Delivery: Draft documents by 20/03/2025. Final documents by 31/03/2025. |
| 1. **Start Date** | *w/c 3 February 2025* | |
| 1. **Expiry Date** | *31 March 2025* | |
| 1. **Charges** | The Charges for the Goods and/or 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 to ***[Insert payment method(s) and necessary details]***  It is our preference that all invoices are sent electronically, quoting a valid Purchase Order number to [APinvoices-ENV-U@gov.sscl.com](mailto:APinvoices-ENV-U@gov.sscl.com)  Alternatively, you may post to:  Shared Services Connected Limited Environment Agency PO Box 797, Newport, NP10 8FZ.  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. | |
| 1. **Customer’s Authorised Representative(s)** | For general liaison your contact will continue to be  Vicki Betts, [vicki.betts@environment-agency.gov.uk](mailto:vicki.betts@environment-agency.gov.uk), 07867201781  or, in their absence,  Karen Wells, [karen.wells@environment-agency.gov.uk](mailto:karen.wells@environment-agency.gov.uk), 07769935556 | |
| 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 1 week. | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | Vicki Betts, Iceni House, Cobham Road, Ipswich, Suffolk, IP3 9JD  Attention: Senior Sustainability Specialist – Nature, Sustainable Business Team  Email: vicki.betts@environment-agency.gov.uk | [**insert *name and address of Contractor*]**  Attention: **[insert *title***]  Email: [**insert *email address***] | |  | | |
| 1. **Key Personnel of the Contractor** | |  |  |  | | --- | --- | --- | | **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** | |  |  |  | | ***[List names of any Contractor Key Personnel required to deliver the Agreement, and their contact details – see clause 6 of the terms and conditions for further details]*** | | | |  |  |  | | |
| 1. **Procedures and Policies** | For the purposes of the Agreement: The Customer’s Staff Vetting Procedures are: Standard Goods & Services Terms and Conditions (EA), Clause 6. [Standard goods and services terms and conditions (£10,000 to £50,000) - GOV.UK](https://www.gov.uk/government/publications/environment-agency-terms-and-conditions-for-goods-and-services/standard-goods-and-services-terms-and-conditions-10000-to-50000#staff-and-key-personnel) The Customer’s security / data security requirements are: Standard Goods & Services Terms and Conditions (EA), Clause 12. [Standard goods and services terms and conditions (£10,000 to £50,000) - GOV.UK](https://www.gov.uk/government/publications/environment-agency-terms-and-conditions-for-goods-and-services/standard-goods-and-services-terms-and-conditions-10000-to-50000#protection-and-security-of-data)  The Customer’s additional sustainability requirements are: [Greening government commitments 2021 to 2025 - GOV.UK](https://www.gov.uk/government/publications/greening-government-commitments-2021-to-2025/greening-government-commitments-2021-to-2025)  The Customer’s equality and diversity policy/requirements and instructions related to equality law is [Equality and diversity - Environment Agency - GOV.UK](https://www.gov.uk/government/organisations/environment-agency/about/equality-and-diversity) and Standard Goods & Services Terms and Conditions (EA), Clause 16. [Standard goods and services terms and conditions (£10,000 to £50,000) - GOV.UK](https://www.gov.uk/government/publications/environment-agency-terms-and-conditions-for-goods-and-services/standard-goods-and-services-terms-and-conditions-10000-to-50000#compliance-and-insurance)  The Customer’s health and safety policy is: Standard Goods & Services Terms and Conditions (EA), Clause 16. [Standard goods and services terms and conditions (£10,000 to £50,000) - GOV.UK](https://www.gov.uk/government/publications/environment-agency-terms-and-conditions-for-goods-and-services/standard-goods-and-services-terms-and-conditions-10000-to-50000#compliance-and-insurance) | |
| 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:**  **No:** | |

|  |  |
| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor** |
| Name:  Vicki Betts  Senior Sustainability Specialist - Nature | 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://www.gov.uk/government/publications/environment-agency-terms-and-conditions-for-goods-and-services/standard-goods-and-services-terms-and-conditions-10000-to-50000#notices) and which are called ‘Standard Goods & Services Terms and Conditions (EA)’

**Appendix 2: Specification/Description**

[***Contractor’s tender response to be included here***]

**Specification of Requirements**

**1. Background to The Environment Agency**

The Environment Agency was established in 1996 to protect and improve the environment. We have over 12,000 employees with offices located across England.

Within England we are responsible for:

* regulating major industry and waste
* treatment of contaminated land
* water quality and resources
* fisheries
* inland river, estuary and harbour navigations
* conservation and ecology

We are also responsible for managing the risk of flooding from main rivers, reservoirs, estuaries and the sea.

For further information please visit [Environment Agency - GOV.UK (www.gov.uk)](https://www.gov.uk/government/organisations/environment-agency)

**2. Nature and Biodiversity Footprint Phase 1: Scope Development**

**2.1 Background to the specific work area relevant to this purchase**

The Environment Agency (EA) intends to undertake a comprehensive assessment of its nature and biodiversity footprint. This project aims to identify and quantify the impacts of the EA's operations and supply chain on nature and biodiversity, forming the foundation for targeted, science-based management and disclosure reporting. The footprint will be used to support the EA's commitment to sustainability and compliance with emerging international frameworks such as the Taskforce on Nature-related Financial Disclosures (TNFD).

The first phase of this project is to develop a clearly defined scope for the footprint.

**2.2 Requirement**

Sustainability and evidence-based decision-making are central to the EA's operations. Following the successful quantification of carbon and resource footprints, the next step is to assess the EA's **nature and biodiversity footprint**.

We are defining ‘nature’ for the purposes of this exercise as the **abundance, diversity, integrity and resilience of species, ecosystems and natural processes.** The footprint will enable the EA to manage biodiversity impacts with the same rigour as its climate impacts, aligning with science-based targets (SBTN), TNFD recommendations and the Global Biodiversity Framework. The baseline year for our footprints (see section 2.6) is 2019/20.

The aim of this phase 1 project is to allow the EA to **develop the project scope** for the footprint work. This scope will be used to define the phase 2 footprint project. Phase 2 will be completed following a further open competitive tender exercise. The scope provided on completion of phase 1 must therefore be clear and comprehensive enough for the future successful supplier to independently bid and deliver on.

**2.3 Overall Project Timescale**

A calendar with yellow and black text

Description automatically generated

**2.4 Scope content**

As an **output** the project scope itself must set out:

1. The background to the footprint exercise and overarching methodological framework it will align to and why this is the best fit for the Environment Agency.
2. The scope/operational boundary of the footprint.
3. The measurement framework and metrics that will be used, based on analysis of strengths and weaknesses of the various alternatives.
4. Data plan, detailing:
   1. The existing datasets that will be used.
   2. Any necessary transformations that will be required to unify and standardise the data.
   3. Data gaps that will need to be filled and a plan to fill them. This should be a prioritised and phased plan.
   4. A plan for ongoing data management.
5. A draft outline delivery plan for the project.

We welcome ideas from the supplier on any additional content of the scope.

**2.5 Project activities**

To produce this scope, we would expect you to need to undertake the following **activities**:

1. Brief review of relevant frameworks for measuring organisations' impact on nature (e.g. natural capital).
2. Analysis and a rationale behind selecting the chosen framework for the footprint.
3. Define the approach to materiality to be taken. We would expect this to encompass:
   1. the most significant nature-related dependencies, impacts, risks and opportunities **for the Environment Agency**'s discharge of its statutory duties and functions (an existing list of material issues for the Environment Agency will be made available); and
   2. the most significant dependencies, impacts, risks and opportunities **to nature** arising from the discharge of the Environment Agency's statutory duties and functions.
4. Screening assessment of the Environment Agency's direct operations, upstream and downstream value chain, to specify which activities are in scope of the footprint and out of scope of the footprint, and why. This must clarify the operational boundary for the footprint and be informed by materiality. The Environment Agency will work with you to develop a definition for the public sector value chain as it applies to our organisation, noting the differences between public sector and private sector value chains.
5. Limited (3-5) stakeholder interviews with Environment Agency staff, specifically with the project steering group and other technical experts/data owners (contacts will be supplied by the EA project manager).
6. Data verification, to establish a list of datasets to be used, any data transformations that will likely be necessary, and identified data gaps to be filled throughout the footprint project and in successive iterations.
7. Regular (weekly) MS Teams meetings with the EA project manager.
8. Production of a final report of all findings, and the completed scope that will be used within the tender documentation for the phase 2 footprint project.

We welcome ideas from the supplier on the format of the report and sections therein.

**Appendix 3: Charges**

***[To be confirmed.*** ***Include a clear breakdown of the charges in as much detail as necessary***]

**Appendix 4: Processing Personal Data**

**[*complete if personal data more than incidental personal data (e.g. business email addresses or contact details that are required for the management of the contract) will be shared with and/or processed by the supplier]***

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| **[XXXX]** |
| **Contract:** |
| **Date:** | **[XXXX]** |
| **Description of authorised processing** | **Details** |
| Identity of Controller and Processor for each category of Personal Data |  |
| Subject matter of the processing |  |
| Duration of the processing |  |
| Nature and purposes of the processing |  |
| Type of Personal Data |  |
| Categories of Data Subject |  |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data |  |
| Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement |  |
| 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 |  |