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

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| 1. **Purchase Order Number** | To be confirmed | |
| 1. **Customer** | Environment Agency, Lutra House, Dodd Way Walton Summit Bamber Bridge Preston PR5 8BX | |
| 1. **Contractor(s)** | To be confirmed | |
| 1. **Defra Group Members** | 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** | Description: as set out in Appendix 2 – Specification / Description  The Goods are to be Delivered in accordance with the following instructions:  Delivery Address: Environment Agency, Lutra House, Dodd Way, Walton Summit, Bamber Bridge, Preston PR5 8BX 02030251404  Date of Delivery: 29/03/2024 if not sooner  Additional Delivery Instructions: Only deliver between the hours of 09:00-16:30 or arrange with customer if hand delivery  Warranty Period:a period of 12 months from putting the Goods into intended service |
| **Services** | None. |
| 1. **Start Date** | *ASAP after contract award, To be confirmed* | |
| 1. **Expiry Date** | *29 March 2024* | |
| 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 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  Rebecca Tinsley, 02030251404  or, in their absence,  Adam Rooke, 02084749891 | |
| 1. **Contractor’s Authorised Representative** | For general liaison your contact will continue to be  To be confirmed  or, in their absence,  To be confirmed | |
| 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** | Not applicable | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | Environment Agency, Lutra House  Dodd Way, Walton Summit, Bamber Bridge  Preston PR5 8BX  Attention: Mrs Rebecca Tinsley  Email: [rebecca.tinsley@environment-agency.gov.uk](mailto:rebecca.tinsley@environment-agency.gov.uk) | TBC [**insert *name and address of Contractor*]**  Attention: TBC **[insert *title***]  Email: TBC [**insert *email address***] | |  | | |
| 1. **Key Personnel of the Contractor** | |  |  |  | | --- | --- | --- | | **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** | |  |  |  | | TBC | | | |  |  |  | | |
| 1. **Procedures and Policies** | N/A | |
| 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:** | |

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| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor** |
| Name:  Rebecca Tinsley  Senior Environmental Monitoring Officer | 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**

**Specification from Customer**

1. Two high magnification/high resolution microscopes with integrated lighting and camera
2. One microscope of lower magnification to be able to primary sort with a clear working room underneath to incorporate a sorting tray
3. Ten separate gooseneck lighting systems to have the option to be standalone or attached to existing clamp based microscopes

Supply of 2 x stereomicroscopes with the ability to zoom into detailed features of macroinvertebrates ie hairs on legs so a good zoom range without losing the required level of detail is needed. There has to be sufficient working room to be able to manipulate the specimen underneath the objective lens. The addition of a camera for each stereomicroscope is required, and the ability of being able to share images remotely via mobile phone/MS Teams or a live link is required. Stereomicroscopes need to have ergonomic features to suit a variety of different users, and working heights ie standing/sitting and different working positions ie flexible eyepieces. A variety of different lighting options within the stereomicroscopes is a required to be to contrast different features so these may include light bases and separate gooseneck units. The ability to be able to take photographs but also have the capacity to be able to live link images to other staff remotely through existing mobile phones. Software for this camera should be built into the camera in case standalone computers cannot be used. Also the ability to connect imaging to a screen through HMDI would also be required.

There is also a need for 1 general microscope for low magnification, initial macroinvertebrate sorting. The requirements for this would need to be able to accommodate a small plastic tray underneath so a clamp-based system would be appropriate to give the required working room underneath. Magnification would still be required but not to the level specified above.

The final part of this purchase is to replace our current lighting systems as they are becoming more difficult to repair or purchase spare parts. The requirement for 10 gooseneck lighting systems to be either standalone or the ability to clamp onto existing clamp systems to free up limited lab space.

Installation at 2 separate office locations (Preston and Penrith) and delivery costs also need to be included.

Cover bags for each microscope system will also need to be supplied.

All parts of this purchase need to be delivered to an Environment Agency office (either Penrith or Preston - to be confirmed on award) and invoiced against by 29th March 2024.

**Appendix 3: Charges**

TBC

**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 |  |
| 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 |  |