





Department
for Environment
Food & Rural Affairs

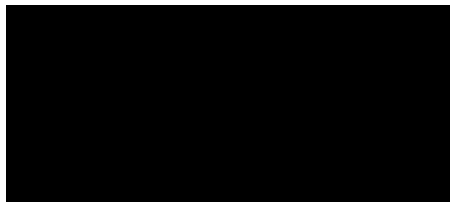
**Order Form – Contract for Research and Development Goods and/or Services
Building the Evidence Base for the Due Diligence Legislation**

1. Purchase Order Number	To be confirmed
Contract Number	C24915
2. Customer	The Secretary of State for Environment, Food and Rural Affairs, acting as part of the Crown Seacole Building 2 Marsham Street London SW1P 4DF
3. Contractor(s)	Emily Fripp & Associates Ltd trading as Efeca Suite 2, Space House 22-24 Oxford Road Bournemouth Dorset BH8 8EZ registered in England and Wales under number (21-153-7559) whose registered office is as above
4. Co-Funder(s)	Not Applicable
5. Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables: Core Defra
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: N/A
	Services: As set out in Appendix 2 – Specification / Description
8. Milestone Delays (Clause 18.2.10)	N/A
9. Start Date	01 April 2024

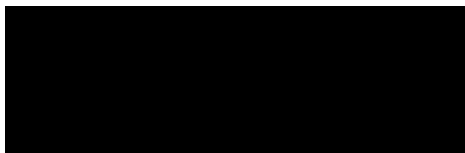
10. Expiry Date	31 March 2025
11. Extension Period (Clause 5.2)	Not Applicable
12. Charges	The Charges for the Deliverables shall be as set out in Appendix 3 – Charges. Unless and to the extent otherwise expressly stated in Appendix 3, the Charges are fixed for the duration of the Agreement.
13. Payment including Payment by Co-funder(s)	Payments will be made to <div>████████████████████</div> <div>██████████</div> <div>████████████████</div> <div>████████████████████████████</div> <div>██████████████████████████████</div> <div>██████████</div>
14. Customer's Authorised Representative(s)	For general liaison your contact will continue to be <div>██</div> <div>████████████████████████████</div> or, in their absence, <div>██████████████████████████████████████</div> <div>████████████████████████████</div>
15. Contractor's Authorised Representative	For general liaison your contact will continue to be <div>██</div> <div>████████████████</div> or, in their absence, <div>██</div>
16. Co-funder's Authorised Representative	Not applicable
17. Optional Intellectual Property Rights ("IPR") Clauses	The Customer has chosen Option B - Default in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions. <i>Default Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.</i>
18. Contractor's general liability cap	a. The liability of the Contractor as set out in Clause 16.2.1 of the terms and conditions is limited to the greater of: (a) an amount equal to 150% of the Charges paid or payable to the Contractor; and (b) £450,000
19. Progress Meetings and Progress Reports	The Contractor shall attend progress meetings with the Customer for 30 minutes every week.
20. Address for notices	<div> <div>Customer:</div> <div> <div>██████████</div> <div>████████████████████</div> <div>██</div> <div>████████████████████████████</div> </div> </div> <div> <div>Contractor:</div> <div> <div>██████████</div> <div>████████████████████</div> <div>████████████████████</div> <div>██████████</div> <div>██</div> </div> </div> <div>Co-funder(s): Not Applicable</div>

21. Key Personnel of the Contractor	Key Personnel Role: Contractor's Project Manager	Key Personnel Name: 	Contact Details: 
22. Procedures and Policies	Not Applicable		
23. Commercial Exploitation (Clause 11)	Clause 11 (Commercial Exploitation) shall apply to this Agreement: No:		
24. Special Terms	Special Term 1 – Not Applicable		
25. Additional Insurance	Not Applicable		
26. Further Data Protection Provisions	The further data protection provisions as contained at Annex 1 of the Terms and Conditions are applicable to this Agreement where indicated below: No: <input type="checkbox"/>		

Signed for and on behalf of Customer:



Signed for and on behalf of Contractor:



Appendix 1: R&D Terms and Conditions

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

[Defra terms and conditions for goods and services - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/procurement/defra-terms-and-conditions)

Appendix 2: Specification/Description

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[Redacted]

[REDACTED]

[REDACTED]

Project team

The project team is made up of the following;

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

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Appendix 3: Charges

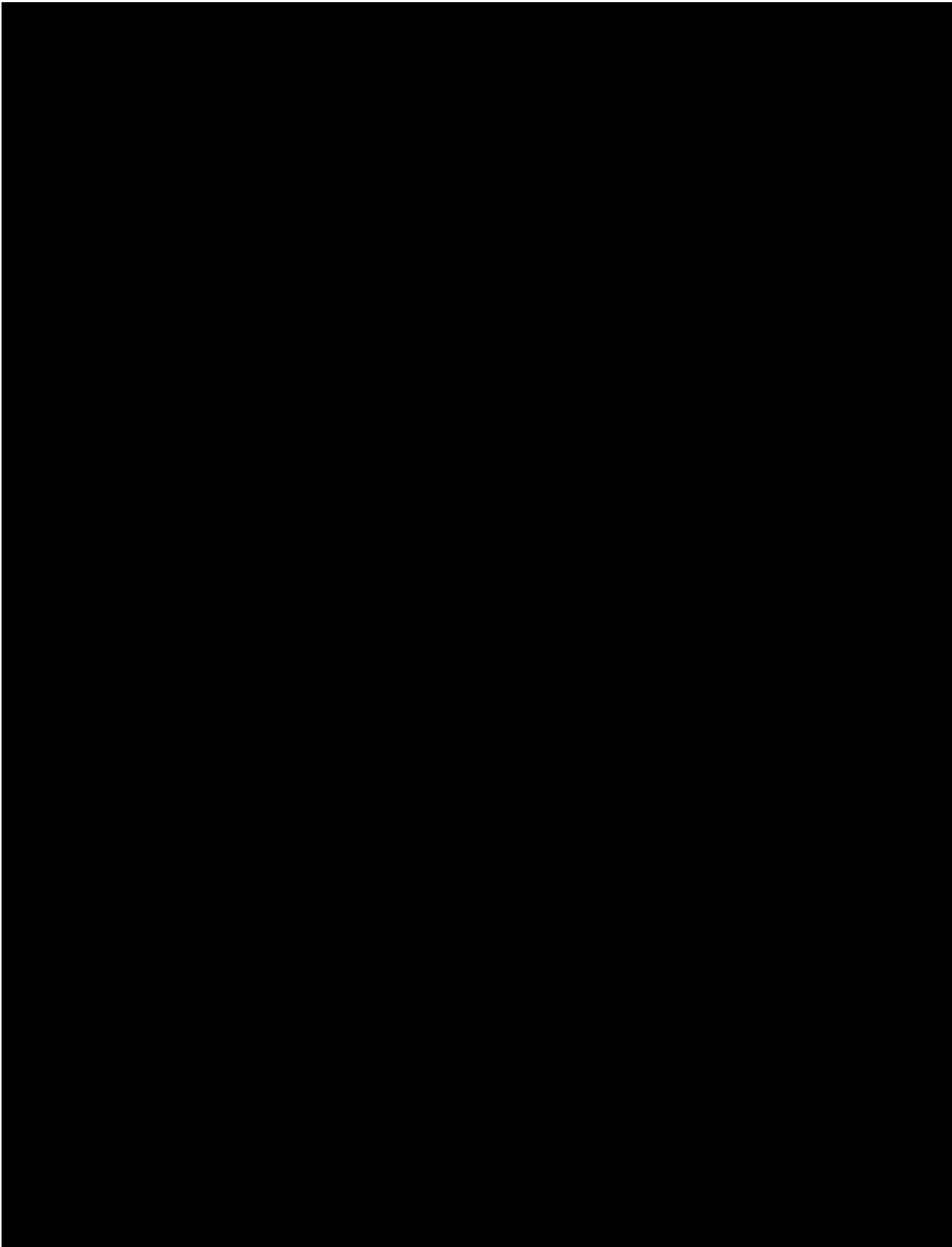
	Estimated number of days	Average day rate	Estimated Cost (exc VAT)
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]			[REDACTED]
Total	[REDACTED]		£150,000

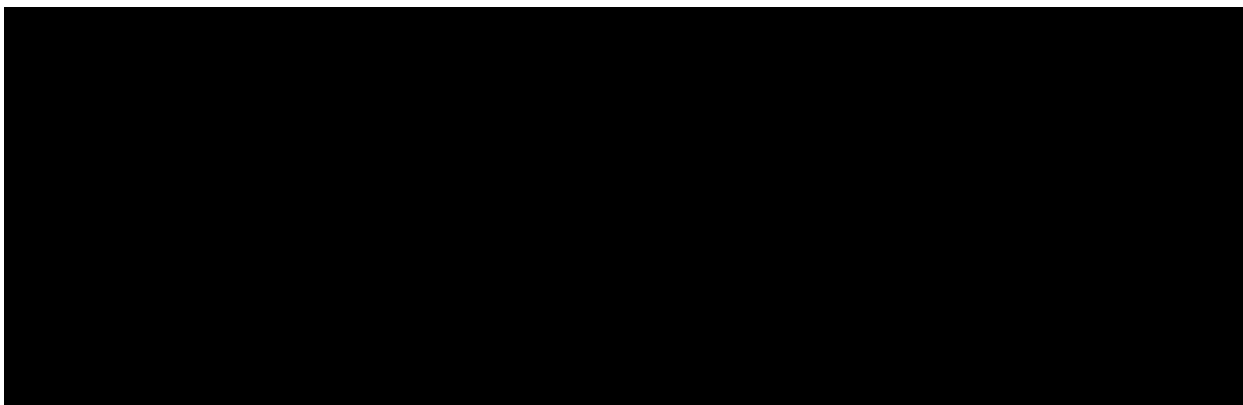
1. The Authority will pay to the Supplier no more than the fixed sum of £150,000 (excluding VAT) for the whole contract period.
2. The Authority shall pay all sums due to the Contractor within 30 days of receipt of a valid invoice.
3. The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to: [REDACTED] Alternatively, you may post to: Shared Services Connected Ltd DEF Procure to Pay PO Box 790 Newport Gwent NP10 8FZ
4. The invoice must include a valid purchase order number (PO Number) and the details (name and telephone number) of your customer contact (i.e. Contract Manager).
5. To avoid delay in payment it is important that the Contractor submit a compliant invoice. Any non-compliant invoices received will be returned to the Contractor, which may lead to a delay in payment.
6. The Authority is liable to the Contractor only for their respective payment in accordance with

this schedule.

7. Any overpayment to the Contractor made by the Authority, whether of Project price or of VAT, shall be a sum of money recoverable by the Authority from the Contract

Invoicing Schedule





Appendix 4: Processing Personal Data

Authorised Processing Template- Not Used

Agreement:	
Date:	
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 sub-contractors process Personal Data under this Agreement	
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	