

Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.



1. Buyer	Environment Agency (the Buyer). Its offices are on: Seacole Block, 2 Marsham Street, London, SW1P 4DF.
2. Supplier	Name: Jeremy Benn Associates Limited (t/a JBA Consulting) Address: 1 Broughton Place, Old Lane North, Broughton, Skipton, BD23 3FD Registration number: 03246693
3. Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being Environment Agency Emergency Preparedness – Lot 2 Emergency Training and Exercising - see Schedule 2 (Specification) for full details. This opportunity is advertised in this Contract Notice in Find A Tender, 2024/S 000-006079.
4. Contract reference	C25245
5. Buyer Cause	Any material breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Contract and in respect of which the Buyer is liable to the Supplier.
6. Collaborative working principles	The Collaborative Working Principles do not apply to this Contract. See Clause 3.1.3 for further details.
7. Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract. See Clause 6.3 for further details.
8. Start Date	15 July 2024

9.	Expiry Date	15 July 2028
10.	Extension Period	Further period up to one year. Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before this Contract expires.
11.	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3.
12.	Incorporated Terms (together these documents form the " this Contract ")	<p>The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> (a) This Award Form (b) Any Special Terms (see Section 14 (Special Terms) in this Award Form) (c) Schedule 31 (Buyer Specific Terms) (d) Core Terms (e) Schedule 36 (Intellectual Property Rights) (f) Schedule 1 (Definitions) (g) Schedule 6 (Transparency Reports) (h) Schedule 20 (Processing Data) (i) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> (i) Schedule 2 (Specification) (ii) Schedule 3 (Charges) (iii) Schedule 5 (Commercially Sensitive Information) (iv) Schedule 7 (Staff Transfer) (v) Schedule 10 (Service Levels) (vi) Schedule 11 (Continuous Improvement) (vii) Schedule 14 (Business Continuity and Disaster Recovery) (viii) Schedule 21 (Variation Form) (ix) Schedule 22 (Insurance Requirements) (x) Schedule 25 (Rectification Plan) (xi) Schedule 26 (Sustainability) (xii) Schedule 29 (Key Supplier Staff) (xiii) Schedule 30 (Exit Management)

		<p>(j) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</p>
<p>13. Special Terms</p>		<p>Special Term 1– Indexation</p> <p>13.1 Any amounts or sums in this Contract which are expressed to be “subject to Indexation” shall be adjusted in accordance with the provisions of this Paragraph 13 to reflect the effects of inflation.</p> <p>13.2 Where Indexation applies, the relevant adjustment shall be: (a) applied on the 04/06/2025 and on the 04 June in each subsequent year (each such date an “adjustment date”); and (b) determined by multiplying the relevant amount or sum by the percentage increase or changes in the Services Producer Price Inflation Index for other costs quoted by the Supplier in their Tender published for the 12 months ended on the 03 June immediately preceding the relevant adjustment date.</p> <p>13.3 Except as set out in this Paragraph 13, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or subcontractors of the performance of their obligations.</p> <p>Special Term 2 - Non-Disclosure Agreement</p> <p>13.4 The Supplier will complete a Non-Disclosure Agreement after contract award (See Schedule 31).</p> <p>Special Term 3 - Break Points</p> <p>13.5 The Contract will be subject to review annually at break points in June 2025, June 2026 and June 2027, when the Buyer may decide to continue, reduce the scope, or terminate the Contract.</p>

14.	Buyer's Environmental Policy	The Environment Agency: Reaching net zero by 2030 available online at: The Environment Agency: Reaching net zero by 2030 (publishing.service.gov.uk)
15.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and report on the Social Value KPIs as required by Schedule 10 (Service Levels).
16.	Buyer's Security Requirements and Security and ICT Policy	N/A
17.	Charges	<p>The Total fixed costs for the Contract will not exceed £2,545,750 excluding VAT and will be as detailed in the Supplier's costs in Schedule 3.</p> <p>The Buyer offers no guarantee of any minimum levels of work over the life of the Contract.</p> <p>Indexation is applicable as detailed in Schedule 3 (Charges) Details in Schedule 3 (Charges)</p>
18.	Estimated Year 1 Charges	N/A
19.	Reimbursable expenses	None
20.	Payment method	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p>APinvoices-ENV-U@gov.sscl.com</p> <p>Alternatively, you may post to:</p> <p>SSCL (Environment Agency) PO Box 797 Newport Gwent NP10 8FZ</p>

21.	Service Levels	<p>Service Credits will accrue in accordance with Schedule 10 (Service Levels). The Service Credit Cap is: 10% of the annual invoice value. The Service Period is 48 Month(s)</p> <p>A Critical Service Level Failure is: 80% and lower for responsiveness when resolving queries and issues and adapting plans; 80% or lower for quality of delivery in line with the specification; 60% or lower for innovation and interactivity.</p>
22.	Liability	In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges.
23.	Cyber Essentials Certification	Not required.
24.	Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer every 6 months.</p> <p>The Supplier shall provide the Buyer with Progress Reports every 6 months.</p>
25.	Guarantor	Not applicable
26.	Virtual Library	<p>In accordance with Paragraph 2.2. of Schedule 30 (Exit Management)</p> <ul style="list-style-type: none"> ● the period in which the Supplier must create and maintain the Virtual Library, is as set out in that Paragraph; and ● the Supplier shall update the Virtual Library every 3 months.
27.	Supplier's Contract Manager	<p>██████████</p> <p>██████████████████</p>
28.	Supplier Authorised Representative	<p>██████████</p> <p>██████████████████</p>

29.	Supplier Compliance Officer	
30.	Supplier Data Protection Officer	
31.	Supplier Marketing Contact	N/A
32.	Key Subcontractors	N/A
33.	Buyer Authorised Representative	