Add EA Logo

***Guidance note: Several parts of this Order are highlighted with guidance and options as follows:***

1. ***(Blue) Internal guidance note that must be deleted before circulating.***
2. ***(Yellow) Optional provision to be deleted if not required or amended to reflect the circumstances.***
3. *This Order and the accompanying Terms and Conditions are to be used for medium value (£10-50K) contracts for relatively simple purchases of goods and/or services.*
4. *Except as permitted in this Order the Terms and Conditions are not intended to be varied or negotiated in any way.*
5. *For complex goods/services or long term service arrangements, please use one of the other Standard Template documents as appropriate. The Decision Tree document found at [link] will help you determine the appropriate Standard Template document to use.*
6. *Section 21 of this Order contains guidance and options to select in respect of applicable data sharing/processing provisions depending on the level of sharing or processing of personal data you anticipate the supplier will be carrying out.*

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

|  |  |  |
| --- | --- | --- |
| 1. **Purchase Order Number** | [**Insert** Customer's purchase order number TBC | |
| 1. **Customer** | Environment Agency, Iceni House, Cobham Road, Ipswich, IP3 9JD | |
| 1. **Contractor(s)** | [**Insert** *Contractor’s name, registered address (if registered), and registration number (if registered),use Companies House* [*website*](https://find-and-update.company-information.service.gov.uk/) *to obtain or validate details of incorporated entities)]* | |
| 1. **Defra Group Members** | The following Defra Group members will receive the benefit of the Deliverables: | |
| 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** | Water level and flow monitoring equipment as set out in Appendix 2 – Specification / Description  The Goods are to be Delivered in accordance with the following instructions:  Delivery Address: *Atlantic House, Greenwood Close, Cardiff Gate Business Park, Pontprennau, Cardiff, CF23 8RD, contact name: Adam James tel. 02920 570 325*  Date of Delivery: TBC – before 31st March 2025  Packaging Instructions: *[****Insert packaging instructions and/or details of the Customer’s environmental policy, see section 18 of the Order and clause 16.2.9 of the terms and conditions****]*  Additional Delivery Instructions: *[****Insert any additional instructions,******including time of Delivery if to be made outside of normal business hours****]]*  Warranty Period: **[*Insert warranty period e.g.*** [[12] months from Delivery][a period of [12] months from putting the Goods into intended service, or [18] months from Delivery, whichever is the less]**]** |
| **Services** | Supplier deployment, maintenance and software as set out in Appendix 2 – Specification / Description]  *[*To be performed at ***TBC****.]*  Date(s) of Delivery: *by 31st March 2025* |
| 1. **Start Date** | *1st February 2025* | |
| 1. **Expiry Date** | *31st 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]***  [***Guidance note: To avoid confusion, you may wish to add the following to ensure that the supplier is clear on how payments will be made unless alternative arrangements have already been agreed] “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].  Or  [**Insert an alternative cap (Value / % of contract value) on the Contractor’s liability, providing the risk assessment has been undertaken before using this option**]  ***[Guidance note: The level of liability is £5m and this is reflected in clause 13.2.1. In certain circumstances, this level can be reduced. To assist, you may wish to undertake a risk assessment using the guidance/tools available on MyBuy.]*** | |
| 1. **Customer’s Authorised Representative(s)** | For general liaison your contact will continue to be  Elanor Hodkin [Elanor.hodkin@environment-agency.gov.uk](mailto:Elanor.hodkin@environment-agency.gov.uk) tel. 02084 749398  or, in their absence,  Mark Whiteman [mark.whiteman@environment-agency.gov.uk](mailto:mark.whiteman@environment-agency.gov.uk) tel. 07799 256327 | |
| 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 [**A][B(Default)][C**] in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.  ***Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.***  ***When publishing as open source, Customers should be mindful that the terms of any input licence (that is the open source licence for any open source intellectual property which has been used to create the New IPR) aligns with the ‘output licence’ (that is, the licence under which the Customer will publish the New IPR as open source).]*** | |
| 1. **Progress Meetings and Progress Reports** | Not applicable | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | Environment Agency,  Iceni House,  Cobham Road,  Ipswich.  IP3 9JD  Attention: Elanor Hodkin  Email: Elanor.hodkin@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:** | |  |  |  | | ***[Guidance note: 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: ***[add/amend/delete as necessary]*** [The Customer’s Staff Vetting Procedures are: [**Insert *details/contained in [*Insert *link to relevant policy****].* *[****Example 1:*** *The Customer requires the Contractor to ensure that any person employed in the Delivery of the Goods and/or Services has undertaken a disclosure and barring service check.]**[****Example 2:*** *Details of what the Customer considers to be a Relevant Conviction for the purposes of clause 6.4 of the terms and conditions].* [The Customer’s security / data security requirements are: [**Insert *details/contained in [*Insert *link to relevant policy***].  [The Customer’s additional sustainability requirements are: [**Insert *details/contained in [*Insert *link to relevant policy***].  [The Customer’s equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy [is/are] [**Insert *details/contained in [*Insert *link to relevant policy***].  [The Customer’s health and safety policy is: [**Insert *details/contained in [*Insert *link to relevant policy***]. | |
| 1. **Special Terms** | Special Term 1 – N/A | |
| 1. **Additional Insurance** |  | |
| 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:** | |

***[Guidance note: Please note that typically the Contractor should sign first and return the copy to the Customer to sign]***

|  |  |
| --- | --- |
| 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**

[***Guidance note: Tender specification and Contractor’s tender response to be included here (if applicable)***]

**Appendix 3: Charges**

[***Guidance note: Include a clear breakdown of the charges in as much detail as necessary***]

**Appendix 4: Processing Personal Data**

|  |  |
| --- | --- |
|  |  |
| **[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 |  |