



Department  
for Environment  
Food & Rural Affairs

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

<b>1. Purchase Order Number</b>	To be confirmed by the Authority at the time of ordering	
<b>2. Customer</b>	Department of Environment, Food and Rural Affairs, "The Secretary of State for Environment, Food and Rural Affairs, acting as part of the Crown"	
<b>3. Contractor(s)</b>	R S Aqua Limited, 21/22 The Slipway, Port Solent, PO6 4TR company registration number 01661817	
<b>4. Defra Group Members</b>	<p>The following Defra Group members will receive the benefit of the Deliverables:</p> <p>Defra Environment Agency (EA) Natural England (NE) Centre for Environment, Fisheries and Aquaculture Science (CEFAS)</p> <p>Orders will be placed via the issuing of a Purchase Order quoting Contract Reference [REDACTED].</p>	
<b>5. The Agreement</b>	<p>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.</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"><li>a) this Order;</li><li>b) the terms and conditions at Appendix 1; and</li><li>c) the remaining Appendices (if any) in equal order of precedence.</li></ul>	
<b>6. Deliverables</b>	<b>Applicable Deliverables</b>	<b>Goods Only:</b> <input checked="" type="checkbox"/> <b>Services Only:</b> <input type="checkbox"/> <b>Good and Services:</b> <input type="checkbox"/>
	<b>Goods</b>	<p>See Appendix 2 – Specification / Description.</p> <p>The Delivery Address, date of delivery and any additional instructions will be specified at the time of order.</p> <p>Warranty Period: 12 months from Delivery.</p>
<b>7. Start Date</b>	1st February 2024	
<b>8. Expiry Date</b>	<p>31st January 2027</p> <p>This agreement may be extended by the Customer for a further period of 1 x 24 Months.</p> <p>This overrides paragraph 2.3 of Annex 2 of the terms and conditions.</p>	

<b>9. Charges</b>	<p>The Charges for the Goods and/or Services shall be as set out Appendix 3 – Charges.</p> <p>The Charges are fixed for the duration of the Agreement.</p>
<b>10. Payment</b>	<p>Payment will be made upon submission of a valid invoice. Invoices will be sent to the Customer's authorised representative at the address below:</p> <p>BUYER'S INVOICE ADDRESS:</p> <p>Shared Services Connected Limited Procure to Pay PO Box 790 Newport Gwent NP10 8FZ</p> <p>██████████ (Defra) ██████████ (NE) ██████████ (EA) ██████████ (CEFAS)</p> <p>The Buyer's preference is for all invoices to be sent electronically, quoting a valid Purchase Order (PO) Number.</p> <p>Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice.</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant. Non -compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact the Buyer's Authorised Representative.</p>
<b>11. Contractor's Liability Cap (Clause 13.2.1)</b>	<p>An amount equal to 5 times the value of the Order Contract being placed.</p>
<b>12. Customer's Authorised Representative(s)</b>	<p>For general liaison your contact will be:</p> <p>██████████ ████████████████████ ██████████</p> <p>or, in their absence,</p> <p>██████████ ████████████████████ ██████████</p>
<b>13. Contractor's Authorised Representative</b>	<p>For general liaison your contact will be:</p> <p>██████████ ████████████████ ██████████</p> <p>or, in their absence,</p> <p>██████████ ████████████████ ██████████.</p>

<b>14. Optional Intellectual Property Rights ("IPR") Clauses</b>	The Customer has chosen Option C in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.
<b>15. Progress Meetings and Progress Reports</b>	The Contractor shall attend progress meetings with the Customer every quarter to ensure that contract delivery meets expectations. If a meeting is not required, this shall be agreed between the Parties.
<b>16. Address for notices</b>	<div> <div>Customer:</div> <div>Contractor:</div> <div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div> </div>
<b>17. Key Personnel of the Contractor</b>	Not required – refer to Contractor's Authorised Representatives.
<b>18. Procedures and Policies</b>	<p>For the purposes of the Agreement:</p> <p>Sustainability Requirements are considered to be important.</p> <p>For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</p> <p>The Customer's security / data security requirements are available online at <a href="#">Department for Environment, Food &amp; Rural Affairs - GOV.UK (www.gov.uk)</a></p> <p>The Customer's additional sustainability requirements are available online at <a href="#">Department for Environment, Food &amp; Rural Affairs - GOV.UK (www.gov.uk)</a></p> <p>The Customer's equality and diversity policy/requirements and instructions related to equality Law and environmental policy are available online at <a href="#">Department for Environment, Food &amp; Rural Affairs - GOV.UK (www.gov.uk)</a></p> <p>The Customer's health and safety policy is available online at <a href="#">Department for Environment, Food &amp; Rural Affairs - GOV.UK (www.gov.uk)</a></p>
<b>19. Special Terms</b>	<p>Special Term 1 – After the Initial Term, this contract may be extended by a single extension of 24 Months.</p> <p></p> <p></p> <p></p> <p></p> <p></p> <p></p> <p>Special Term 3 - If, after the Commencement Date, the Authority's requirements change, the Authority may request a variation by notifying the Contractor in writing of the variation and giving the Contractor sufficient information to assess the extent of the variation. If the Contractor accepts the variation it shall confirm it in writing. No variation will take effect unless and until recorded in a validly executed CCN (Appendix 5). Execution of a CCN shall be made via electronic signature via the Customer's eSourcing system, and a copy stored there.</p>
<b>20. Additional Insurance</b>	The Contractor shall hold the following insurance cover from the commencement date for the duration of the Contract.

	<ul style="list-style-type: none"> <li>• Professional Indemnity insurance with cover (for a single event or multiple with an aggregate) of not less than £1m;</li> <li>• Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5m;</li> <li>• Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £10m;</li> <li>• Product Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5m.</li> </ul>
<b>21. Further Data Protection Provisions</b>	<p>The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:</p> <p>Yes: <input type="checkbox"/></p> <p>No: <input checked="" type="checkbox"/></p>

Signed for and on behalf of the <b>Customer</b>	Signed for and on behalf of the <b>Contractor</b>
<p>Name: <b>Insert</b> name</p> <p><b>Insert</b> job title</p>	<p>Name: <b>Insert</b> name</p> <p><b>Insert</b> job title</p>
Date:	Date:
Customer Signature:	Contractor Signature:

## **Appendix 1: Terms and Conditions**

The Customer's Standard Good & Services Terms and Conditions which can be located on the [Defra Website](#) and which are called 'Standard Goods & Services Terms and Conditions (Core Defra)'.

## Appendix 2: Specification/Description

The acoustic telemetry equipment and accessories that may be required are listed below.

<b>Acoustic Telemetry Equipment – manufacturer Innovasea</b>
<b>69kHz Transmitters</b>
<b>69 kHz CODED &amp; CONTINUOUS Transmitters 2023</b>
V 6 pinger (coded – 69 kHz)
V 7 pinger (coded – 69 kHz)
V 8 pinger (coded – 69 kHz)
V 9 pinger (coded or continuous 60-84 kHz)
V 13 pinger (coded or continuous 60-84 kHz)
V 16 pinger (coded or continuous 51-84 kHz)
<b>SENSOR TRANSMITTERS (i.e. depth, temperature, digestion)</b>
V 7D digestion (coded 69 kHz)
V 7DT digestion & temperature (coded 69kHz)
V 7T temperature (coded 69 kHz)
V 7P depth (coded 69 kHz)
V 7TP temperature & depth (coded 69 kHz)
V 7A accelerometer (coded 69 kHz)
V 7AP accelerometer & depth (coded 69 kHz)
V 9T temperature (coded 69 kHz)
V 9P depth (coded 69 kHz)
V 9TP temperature & depth (coded 69 kHz)
V 9A accelerometer (coded 69 kHz)
V 9AP accelerometer & depth (coded 69 kHz)
V 9D digestion (coded 69 kHz)
V 9DT digestion & Temperature (coded 69 kHz)
V 13T temperature (coded or continuous 60-84 kHz)
V 13P depth transmitter (coded or continuous 60-84 kHz)
V 13TP temperature & depth (coded or continuous 60-84 kHz)
V 13A accelerometer (coded 69 kHz)
V 13AP accelerometer & depth (coded 69 kHz)
V 16T temperature (coded or continuous 51-84 kHz)
V 16P depth (coded or continuous 51-84 kHz)
V 16TP temp and depth (coded or continuous 51-84 kHz)
V 16A accelerometer (coded 69 kHz)
V 16AT accelerometer and temperature (coded 69 kHz)
PVC External Attachment Cases – V16 tags only – add per tag
External Range Test Caps – V6 to V13 tags only – add per tag
Dummy Tag
PIT Dummy Tag (Include internal PIT tag)
Dummy Pressure Tag
Dummy Digestion Tag (V7D, V9D)
Dummy PVC External Attachment Case - V16 tags only
<b>69 kHz Receivers</b>
NexTrak R1 - 69kHz Coded Acoustic Receiver with Transponding, Self-transmitter; includes two D-cell lithium batteries; approx. 13 months battery life; Bluetooth & WiFi communications
NexTrak R1 - 69kHz without lithium batteries

V R2Tx-69kHz Coded Acoustic Receiver with Transponding transmitter; includes lithium battery; approx. 15 months battery life; Bluetooth communications
V R2Tx-69kHz without lithium battery
V R2AR-69kHz Coded Acoustic Receiver with Acoustic Release. Battery: D-cell Lithium Metal TADIRAN 5930/F included. approx. 14 months battery life; Max Deployment depth 500 meters. Release Battery: 4V Lithium AA cell battery included.
V R2AR-69kHz without lithium battery
V R2AR-X 69kHz Coded Acoustic Receiver with Acoustic Release. Battery: DD-Cell Lithium Metal Tadiran 5937/V included*. approx.26 months battery life; Max Deployment depth 500 meters. Release Battery: 4V Lithium AA cell battery included.
V R2AR-X 69kHz without lithium battery. Release Battery: 4V Lithium AA cell battery included.
<b>VEMCO MOBILE TRANCEIVER (VMT) TAG – 69kHz</b>
V MT-69kHz Miniature receiver with built-in transmitter. Includes lithium battery*, battery life 8-36 months depending on configuration. Est. Delivery: 4 months ARO
V MT Optical Reader and Communication Interface V MT to PC Interface with Windows Software
V MT Battery replacement (Requires unit to be returned for replacement)
<b>Rx-Live CABLED RECEIVER (Ascii Enabled for customer configured communication)</b>
R x-Live-69kHz Cabled Receiver with External Sub-connector. ASCII compatible.
<b>RECEIVER ACCESSORIES</b>
Receiver Activator Probe (each) (VR 2W, VR 2Tx, VR 2AR )
Desiccant packs; contains Qty. 5 units per package DesiPak 1/6 unit Tyvek
Cable Ties for VR2; Bag of 100 cable ties
DD-Cell Extended Lithium Battery (Tadiran TL-5937/V) Replacement battery for VR 2AR -X only
D-cell SAFT LS33600MLX Lithium Battery (Contact RS Aqua for lead time)
V R2AR Lug Kit - Includes O-ring, release pin and release Lug
V R2AR Release Lug only
V R2AR-FC Flotation Collar for the V R2AR. Includes assembly kit and instructions.
V R2AR/V R2AR-X Motor release battery (A-cell Lithium)
<b>ACTIVE TRACKING RECEIVER SYSTEMS</b>
V R100 8 Channel DSP manual tracking receiver – with GPS recording. Includes AC power supply, 12V DC power cable and USB data cable. (Headphones not included)
<b>Hydrophones</b>
V H165-10M Omni-directional hydrophone (51-84 kHz)
V H110-10M directional hydrophone (51-84 kHz)
V H180 O-10M Omni-directional hydrophone (180 kHz)
V H180 D-10M directional hydrophone (180 kHz)
V HTX-69kHz Transponding Hydrophone. Includes 25 meter cable
V HTX-180kHz Transponding Hydrophone. Includes 25 meter cable
<b>VR100Accessories</b>
V R100 AC power supply
V 100 Auto/Car DC adaptor power cable
V R100 USB data cable
<b>VR4-UWM (decode 69kHz + 180kHz PPM)</b>
VR4-UWM coded underwater receiver@ 69 kHz + 180kHz; non-volatile data storage of 800,000 detections; includes lithium Tadiran battery and protective cage. Optional external serial data port or Alkaline battery available.
Lithium Tadiran Replacement battery for VR4-UWM
Lithium SAFT Replacement battery for VR4-UWM
Alkaline replacement battery for VR4-UWM

Fathom Live Hub System:* Customer must source SIM card and cell data plan. *Requires Fathom Live Data service to be added System Includes: Splash proof Hub case- Rx- Live 69k or 180k Receiver w/10m cable AC Power cable.
Fathom Live Buoy System:* Customer must source NexSens CB250 or CB450 buoy, SIM card and cell data plan.*Requires Fathom Live Data service to be added. System Includes: Buoy insert plate-Rx-Live 69k or 180k Receiver-2.5m underwater cable
<b>180 kHz Transmitters</b>
V5 Pinger (coded - 180kHz/HR)
V 9 pinger (coded - 180 kHz/HR)
<b>SENSOR TRANSMITTERS (i.e. depth, temperature, digestion)</b>
V 7T temperature (coded 180kHz/HR)
V 7P depth (coded 180 kHz/HR)
V 7TP temperature & depth (coded 180 kHz/HR)
V 9P depth (coded 180 kHz/HR)
V 9TP temperature & depth (coded 180 kHz/HR)
V 5D digestion (coded 180 kHz/HR)
<b>TAG ACTIVATORS</b>
V TA-V 5 - 180 kHz Tag Activator - Deactivator
V TA-V 7/V 9 - 180 kHz Tag Activator - Deactivator
External Range Test Caps – V5 to V9 tags – add per tag
Dummy Tag (V5, V7, V9)
P IT Dummy Tag (V7, V9)
Dummy Pressure Tag (V7P, V9P)
Dummy Digestion Tag (V5D)
<b>180kHz Receivers</b>
<b>PASSIVE RECEIVER SYSTEMS</b>
<b>VR2W Receiver - 180kHz</b>
V R2W-180kHz coded underwater receiver includes lithium battery*; approx. 8 months battery life; Bluetooth communications
V R2W-180kHz without lithium battery
<b>HR2 Receiver - 180 kHz</b>
H R2-180 kHz High Residency Receiver Includes Lithium battery pack* (6 months life.) Decodes A180-1702 and H170-1802 coded transmitters
H R2-180 kHz Lithium Battery Pack (life = 6 months)
H R2-180 kHz Alkaline Battery Pack (life = 2 months)
High Speed RS-485 Communications Kit; includes 10m cable, USB interface box and Fathom software
<b>RECEIVER ACCESSORIES</b>
Receiver Activator Probes (each) (VR 2W)
Desiccant packs; contains Qty. 5 units per package DesiPak 1/6 unit Tyvek
Cable Ties for VR2; Bag of 100 cable ties
D-cell SAFT LS33600MLX Lithium Battery (Contact RS Aqua for lead time)
V 3 pinger
V 3D Digestion Sensor
Dummy Tag (V3)
External Range Test Caps – V3 tags only – add per tag
<b>TAG ACTIVATORS</b>
VTA-V 3 307 kHz Tag Activator - Deactivator
H R3-307 kHz High Residency Receiver; Includes Lithium battery pack
H R3-307 kHz Lithium Battery Pack (life = 6 months)
H R3-307 kHz Alkaline Battery Pack (life = 2 months)



High Speed RS-485 Communications Kit; includes 10m cable, USB interface box and Fathom software
V R100 Receiver with 307 kHz support (under development)
V HTX-307kHz Transponding Hydrophone; Includes 25 meter cable (under development)
<b>AquaMeasure - Environmental Loggers</b>
Aqua Measure DO (Dissolved Oxygen, Temp)
Aqua Measure SAL (Salinity, Temp)
Aqua Measure DOTD (Dissolved Oxygen, Temp & Depth)
Aqua POD w/ Blue Green Algae Freshwater
Aqua POD w/ Blue Green Algae Marine
Aqua POD w/ Coloured Dissolved Organic Matter
Aqua POD w/ Chlorophyll-Blue
Aqua POD w/ Chlorophyll-Red
Aqua POD w/ Turbidity

<b>RS Aqua Products</b>
ARC with stainless steel legs
BARC 500 mm Canister with plastic base and stainless steel legs
LARC 750 mm Canister with plastic base and stainless steel legs
ARC with plastic legs
ARC without legs
ARC Canister only
ARC Triangle top plate
Stainless Steel 3 Leg Set with accessories (includes 6 x SS full nuts and Nordlock washers)
1 x Stainless Steel Leg (not a set, individual)
Plastic Leg Set (3 x acetal legs, 6 x leg nuts, 3 x split pins, no plastic washer bungs)
Anodes and bolts for Stainless Steel legs (set of 3)
Shackle Stainless Steel
Eye Nut Stainless Steel w. Stainless bolt and serrated washer
Plastic nut washer bungs (1 set of 6)
Lug spacer
ARC 11" floats (set of 3)
Rope: 4mm dyneema per metre
VR2AR retaining o-ring
VR2 receiver sealing o-ring
BARC inner connection bar
LARC inner connection bar
D-cell Lithium batteries
D-cell Lithium Battery (Tadiran TL-59030/F)

1. The products may be updated from time to time with new versions. Where any new products become available, they will be included in the price list, and applicable pricing will be included. These new items will be discounted using the same or similar discount structure so as to be comparable to existing products already included in the Agreement.
2. All new receivers supplied under this Agreement will be supplied Open Protocol at no additional cost.
3. Defra will request a quotation from the Contractor to confirm its requirements and shipping costs, and then place a Purchase Order with the Contractor in order to specify its precise requirements and delivery address.
4. The Contractor shall provide the same terms and pricing contained herein to Defra's partners with whom it is working on joint projects if asked to do so by Defra.
5. Defra shall, to the best of its ability, share knowledge of any planned research projects and procurements as early as possible with the Contractor.
6. A full 12-month parts and labour warranty is provided with all equipment from point of delivery.
7. Key Performance Indicators

## Version 1.0

Performance will be measured against the following KPIs.

Metric	KPI	What is required to make this measurable? (if any of the deliverables do not meet the Minimum Standard the KPI will be failed)	KPI Measurement	Unacceptable Standard	Acceptable Standard
Contract Management	KPI 1: Monthly Invoices	Invoices received within ten working days of the Customer's Contract Manager confirming the Contractor's delivery.	<p>The Authority will review all invoices submitted by the Contractor to check that the following information is included and is correct:</p> <ul style="list-style-type: none"> <li>1 PDF per invoice</li> <li>Purchase order number / Contract number</li> <li>Authority's contact details</li> <li>Description (name and code) of the goods delivered</li> <li>Clearly itemise all costs and pre-agree</li> </ul>	Invoices sent to the Customer's Contract Manager which contain inaccuracies and/or greater than ten working days after the agreed deadline.	Meets expectations – all invoices sent to the Customer on time and accurately reflect agreed Purchase Order.
Quality	KPI 2: Product Quality	Deliverables/delivered products meets quality standards and meets the requirements set out in the Specification of Requirements.	The Authority will assess the quality and completeness of the deliverables against the requirements set out in the Specification of Requirements.	Products/deliverables are of a poor quality and/or contain errors and/or do not achieve all the requirements.	Products/deliverables are of a satisfactory quality, error free and achieve all the requirements.
Information	KPI 3: Knowledge Sharing and Information	A credible and timebound roadmap provided to the Customer, which details any potential delivery/production issues. Knowledge exchange initiatives which will facilitate upskilling of the Customer's staff in the use and deployment of the equipment.	The Authority will assess the quality and completeness of the knowledge exchange against the requirements agreed between the Parties.	Notifications are of a poor quality, not timely and/or contain errors and/or do not achieve all the requirements.	Notifications are of a satisfactory quality, are timely, error free and achieve all the requirements.
Sustainability	KPI 4: On-time Delivery	Goods are delivered in line with agreed lead times at the time of order.	The Authority will review deliveries to ensure that they are in accordance with agreed lead times.	Products delivered are not in accordance with agreed delivery dates.	Products delivered are in accordance with agreed delivery dates and meet Customer expectations.

### Appendix 3: Charges

[illegible]





















#### Appendix 4: Processing Personal Data

<b>Contract:</b>	<b>[XXXX]</b>
<b>Date:</b>	<b>[XXXX]</b>
<b>Description of authorised processing</b>	<b>Details</b>
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	

## Appendix 5: Contract Change Control

### Contract Change Note ("CCN")

CCN Number	
Contract Reference Number & Title	
Variation Title	
Number of Pages	

WHEREAS the Contractor and the Authority entered into a Contract for the supply of [project name] dated [dd/mm/yyyy] (the "Original Contract") and now wish to amend the Original Contract

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this Change Control Notice:

Change Requestor / Originator		
Summary of Change		
Reason for Change		
Revised Contract Price	Original Contract Value	£
	Previous Contract Changes	£
	Contract Change Note [x]	£
	New Contract Value	£
Revised Payment Schedule		
Revised Specification (See Annexe [x] for Details)		
Revised Contract Period		
Change in Contract Manager(s)		
Other Changes		

2. Save as amended all other terms of the Original Contract shall remain effective.
3. This CCN takes effect from the date on which both Parties communicate acceptance of its terms via Atamis.