



Department
for Environment
Food & Rural Affairs

Order Form – Contract for Research and Development Goods and/or Services

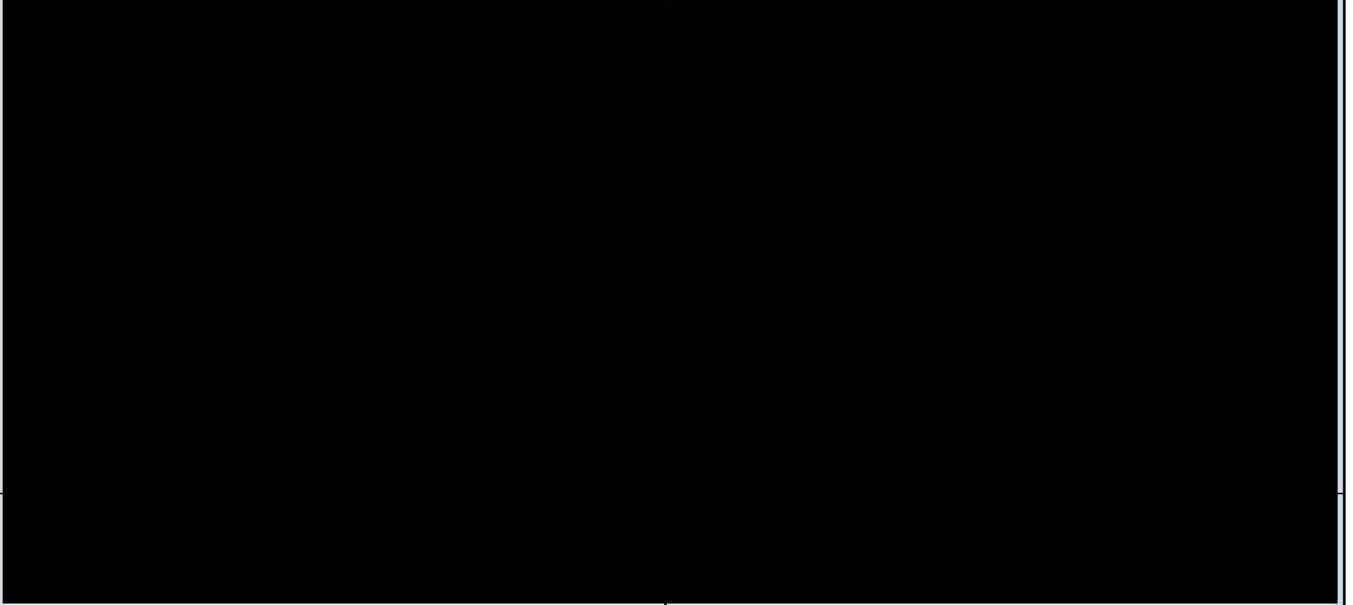
1. Purchase Number	Order	Atmis Ref: C23914 Purchase order number to be confirmed by project team
2. Customer		The Secretary of State for Environment, Food and Rural Affairs, acting as part of the Crown Defra, [REDACTED]
3. Contractor(s)		Ricardo Energy & Environment, a trading name of Ricardo-AEA Limited, [REDACTED] [REDACTED] [REDACTED] [REDACTED]
4. Co-Funder(s)		Not applicable
5. Defra Members	Group	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 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">a) this Order;b) the terms and conditions at Appendix 1; andc) the remaining Appendices (if any) in equal order of precedence.
7. Deliverables		<p>Goods:</p> <p>None</p> <p>Services:</p> <p>As set out in Appendix 2 – Specification / Description</p>
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)	1 year		
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)	<p>Payments will be made to -</p> <p>Ricardo-AEA Ltd</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>		
14. Customer's Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>		
15. Contractor's Authorised Representative	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>		
16. Co-funder's Authorised Representative	Not applicable		
17. Optional Intellectual Property Rights ("IPR") Clauses	<p>The Customer has chosen Option B in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.</p> <p><i>Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.</i></p>		
18. Contractor's general liability cap	The Contractor's liability: - under the indemnities in clauses 4.3 and 10.7 shall be unlimited - for breach of clause 15 or under any indemnity set out in this Agreement (or both) shall in each case be limited to the higher of: - £5,000,000 per claim		
19. Progress Meetings and Progress Reports	<ul style="list-style-type: none"> • The Contractor shall attend progress meetings with the Customer every month • The Contractor shall provide the Customer with Monthly reports every month • The Contractor has provided the project's Gantt Chart in an Appendix • The contractor shall appoint a Project Manager who will be responsible for the day-to-day management of the project's progress and act as the principal point of contact • A Project Initiation meeting between the customer and the contract will be held as the first weekly meeting on the 4th April 2024. Topics will include: <ul style="list-style-type: none"> ○ Objectives of the contract ○ Deliverables and KPIs for the contract ○ How the contract will be managed including the schedule of future meetings and processes for call-off work, reviews and sign off 		
20. Address for notices	<table border="1"> <tr> <td>Customer:</td> <td>Contractor:</td> </tr> </table>	Customer:	Contractor:
Customer:	Contractor:		

	<div> <div> <div> <div></div> <div>Joint Air Quality Unit, Defra, </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>Ricardo Energy & Environment,</div> <div></div> </div> <div> <div></div> <div></div> </div> </div> <div> <div></div> <div></div> </div>	
21. Key Personnel of the Contractor	<div> <div>Key Personnel Role:</div> <div>Contractor's Project Manager</div> <div>Technical Director</div> <div>Technical lead</div> <div>Technical lead</div> </div> <div> <div>Key Personnel Name:</div> <div></div> <div></div> <div></div> <div></div> </div> <div> <div>Contact Details:</div> <div></div> <div></div> <div></div> <div></div> </div>		
22. Procedures and Policies	N/A		
23. Commercial Exploitation (Clause 11)	<p>Clause 11 (Commercial Exploitation) shall apply to this Agreement: Yes</p> <p>a. For the purpose of Clause 11.2, the period of commercial exploitation shall be: one year from 1 April 2024 to 31 March 2025.</p> <p>b. The Income distribution for the purpose of Clause 11.5 shall be:</p> <p>(i) Customer and any Co-funder(s): 10 %</p> <p>(ii) Contractor: 90%</p> <p>c. For the purposes of Clause 11.6, the time period during which Income shall be payable shall be:</p> <p>1st April 2024 to 31 March 2025</p>		
24. Special Terms	N/A		
25. Additional Insurance	N/A		
26. Further Protection Provisions	Data	<p>The further data protection provisions as contained at Annex 1 of the Terms and Conditions are applicable to this Agreement where indicated below:</p> <p>No</p>	

Signed for and on behalf of the **Authority**

Signed for and on behalf of the **Contractor**



Appendix 1: Terms and Conditions

[Research and development terms and conditions - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/defra-terms-and-conditions-for-goods-and-services/research-and-development-terms-and-conditions#charges-and-payment)

<https://www.gov.uk/government/publications/defra-terms-and-conditions-for-goods-and-services/research-and-development-terms-and-conditions#charges-and-payment>

Additional Schedules

See all additional schedules via e-tendering system

Appendix 2: Specification/Description

Available via e-tendering system

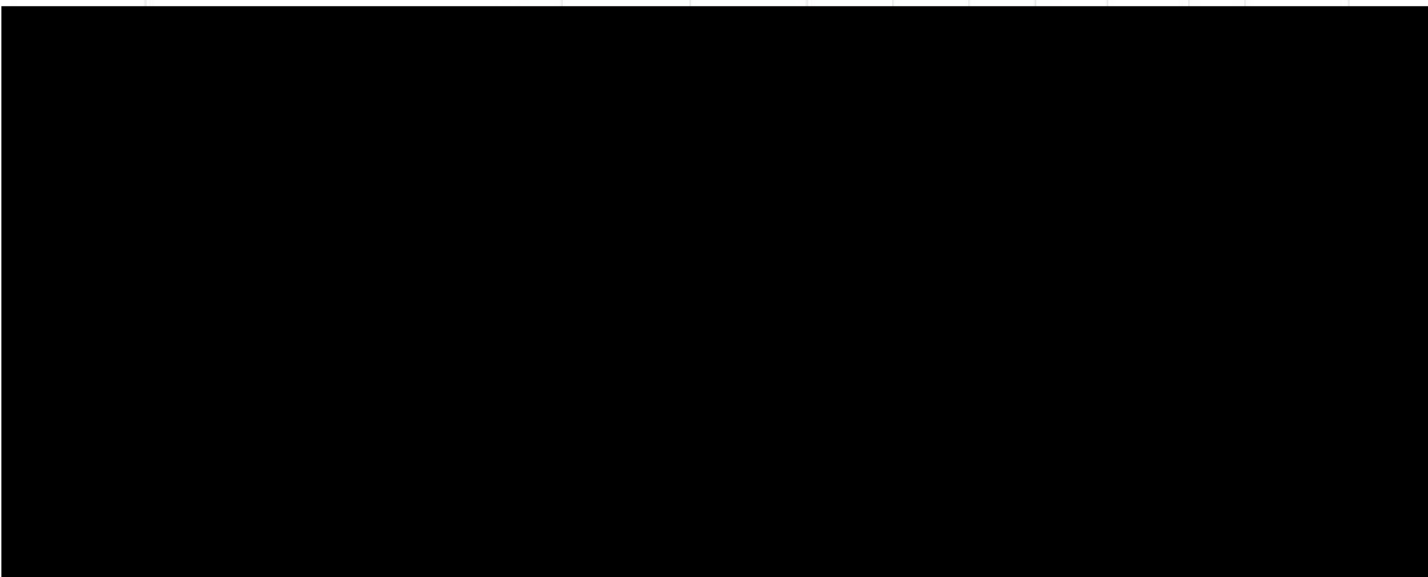
Appendix 3: Charges

The Authority will pay the contractor no more than the sum of [REDACTED] excluding VAT

The cost for the first year will be no more than the sum of [REDACTED] excluding VAT

Prices will be as detailed in the Contractor's quotation dated 20/02/2024 and as detailed below:

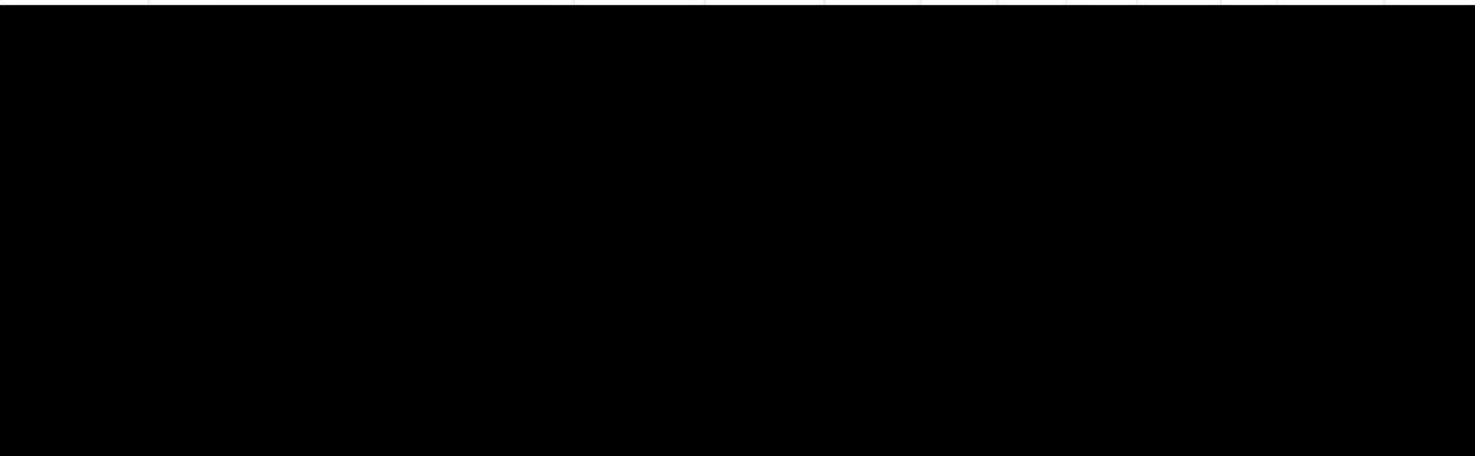
Price Schedule for MAAQ - 01/04/2024 to 31/03/2025 (12 months). **EXCLUDING PROJECTIONS THAT IS CURRENTLY IN THE SCOPE.**



The cost for the optional second year if required by the Authority will be no more than the sum of [REDACTED] excluding VAT

Prices will be as detailed in the Contractor's quotation dated 20/02/2024 and as detailed below:

Price Schedule for MAAQ - 01/04/2025 to 31/03/2026 (12 months). **EXCLUDING PROJECTIONS THAT IS CURRENTLY IN THE SCOPE.**



Invoices for the core work packages will be paid upon satisfactory completion of deliverables, monthly as given below (Subject to receipt and approval of the monthly report and other deliverables specified in the schedule of work.)

Year 1:

Invoice Date	Description of Invoice	Invoice Amount (GBP)
30/04/2024	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Apr-2024.	[REDACTED]

31/05/2024	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work May-2024.		
30/06/2024	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Jun-2024.		
31/07/2024	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Jul-2024.		
31/08/2024	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Aug-2024.		
30/09/2024	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Sept-2024.		
31/10/2024	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Oct-2024.		
30/11/2024	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Nov-2024.		
31/12/2024	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Dec-2024.		
31/01/2025	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Jan-2025.		
28/02/2025	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Feb-2025.		
31/03/2025	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Mar-2025.		

Optional Year 2 (if required by the Authority and Subject to receipt and approval of the monthly report and other deliverables specified in the schedule of work):

30/04/2025	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Apr-2025.		
31/05/2025	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work May-2025.		
30/06/2025	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Jun-2025.		
31/07/2025	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Jul-2025.		

31/08/2025	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Aug-2025.		
30/09/2025	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Sep-2025.		
31/10/2025	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Oct-2025.		
30/11/2025	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Nov-2025.		
31/12/2025	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Dec-2025.		
31/01/2026	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Jan-2026.		
28/02/2026	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Feb-2026.		
31/03/2026	Contract for the Modelling of Ambient Air Quality (MAAQ) (MAAQ core contract year 2024-2026). Invoice for core work Mar-2026.		

Call-off deliverables will be paid upon satisfactory completion if they are discrete tasks, or monthly upon satisfactory completion of milestones where appropriate.

Appendix 4: Processing Personal Data

Authorised Processing Template

[Guidance note: Complete Appendix 4 where your project involves the sharing and/or processing of Personal Data. For assistance consult your legal advisor or the Defra Data Protection Team (data.protection@defra.gov.uk)]

Agreement:	[XXXX]
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 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	
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Appendix 5: Gantt chart and Schedule of Work

Gantt chart and schedule of work covers Year 1 (FY24/25) and the optional second year (FY25/26) if this is required:

Month	Year 1 (24/25)	Year 2 (25/26) if required
April	<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></div></div>
May	<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>
June	<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>
July	<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>
Aug	<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>
Sept	<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>

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Oct	<div><div></div><div></div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div><div></div></div>
Nov	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>
Dec	<div><div></div><div></div><div></div><div></div></div>	<div><div></div></div>
Jan	<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>
Feb	<div><div></div><div></div><div></div><div></div><div></div><div></div></div>	<div><div></div></div>
Mar	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>	<div><div></div></div>

2024-2026 MAAQ project gantt chart

 = Tasks (dark blue summary, light blue detail), with deliverables indicated with arrows
 = Meetings/telecons

[illegible]