Add EA Logo

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

|  |  |  |
| --- | --- | --- |
| 1. **Purchase Order Number** | *TBC* | |
| 1. **Customer** | The Environment Agency | |
| 1. **Contractor(s)** | *[insert* *name and address of Contractor]* | |
| 1. **Defra Group Members** | The following Defra Group members will receive the benefit of the Deliverables:  The Environment Agency only. | |
| 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:**  **Goods and Services:** |
| **Goods** | Description: as set out in Appendix 2 – Specification / Description |
| **Services** | Description: as set out in Appendix 2 – Specification / Description |
| 1. **Start Date** | *1/4/2024* | |
| 1. **Expiry Date** | *31/3/2027* | |
| 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 in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice, unless advised otherwise. Payments will be 6 monthly in arrears.*  *Invoice to be sent to (email is the preferred method)*  *For EA SSCL (Environment Agency)*  *PO Box 797*  *Newport*  *Gwent*  *NP10 8FZ*  [*APinvoices-ENV-U@gov.sscl.com*](mailto:APinvoices-ENV-U@gov.sscl.com) | |
| 1. **Contractor’s Liability Cap (Clause 13.2.1)** | A sum equal to £5,000,000. | |
| 1. **Customer’s Authorised Representative(s)** | For general liaison your contact will continue to be  *Sue.Laver@environment-agency.gov.uk*  or, in their absence,  *Roger.Handford@environment-agency.gov.uk*. | |
| 1. **Contractor’s Authorised Representative** | For general liaison your contact will continue to be  *TBC*  or, in their absence,  *TBC* | |
| 1. **Optional Intellectual Property Rights (“IPR”) Clauses** | The Customer has chosen Option **C** in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.  ***Option A: Customer owns all New IPR with non-exclusive Contractor rights to all New IPR including for the purpose of exploitation of such New IPR.***  ***Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.***  ***Option C: Contractor ownership of all New IPR with Customer rights for the current contract and broader public sector functions.***  ***Option A should be considered for use in situations where the Customer should retain ownership of any New IPR but where the Contractor should be able to use any New IPR developed. In this situation, the Customer will not look to publish the New IPR under Open Licence.***  ***Option B reflects a more standard position on ownership of IPRs and should be considered the default option. This should be used where the Customer should retain ownership of any New IPR and ensure that the Contractor cannot use it outside of Agreement delivery.***  ***Option C should be considered for use where (a) there is no clear benefit in the Customer owning the New IPR, or (b) where any New IPR created cannot easily be separated from the Contractor’s Existing IPR (e.g. Software As A Service (“SAAS”)) and should be used where the licence to the Customer for the IPR in question should extend to cover other government contracts and services, which may include contracts and services not yet awarded, and broader public sector functions.*** | |
| 1. **Progress Meetings and Progress Reports** | * *The Contractor shall attend Annual progress meetings with the Customer, or more frequently if required* * *The Contractor shall provide the Customer with progress reports every quarter, any issues identified may warrant additional progress meetings to resolve* * *The Customer expects contact at any other time if problems are identified which require immediate discussion and/or action* | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | *Quay House*  *2 East Station Road*  *Peterborough*  *PE2 8YY*  Attention: Sue Laver- course manager  Email: sue.laver@environment-agency.gov.uk | [**insert *name and address of Contractor*]**  Attention: **[insert *title***]  Email: [**insert *email address***] | | ***[Guidance note: See clause 20 of the terms and conditions for further details]*** | | |
| 1. **Key Personnel of the Contractor** | |  |  |  | | --- | --- | --- | | **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** | | *TBC* |  |  | | ***[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:*  *The Customer’s security / data security requirements are: Cyber Essentials Basic Certificate required –* [*https://www.gov.uk/government/publications/cyber-essentials-scheme-overview*](https://www.gov.uk/government/publications/cyber-essentials-scheme-overview)  *The Customer’s additional sustainability requirements are: The Contractor has a documented management system and controls in place to manage the environmental impacts of delivering the works and services. Further that the contract delivery is in line with the Environment Agency’s Creating a Better Place:* [*sustainability policy*](https://www.gov.uk/government/publications/environment-agency-ea2025-creating-a-better-place) *and the commitment to reach* [*net zero by 2030*](https://www.gov.uk/government/publications/environment-agency-reaching-net-zero-by-2030)*.*  *The Customer’s equality and diversity requirements are: the Contractor shall ensure that it fulfils its obligations under the Contract in a way that does not discriminate against individuals because of socio-economic background, working pattern or having parental or other caring responsibilities (as defined by conduct prohibited by the Equality Act 2010).Contractors should have due regard for* [*Government’s Supplier Code of Conduct*](https://www.gov.uk/government/publications/supplier-code-of-conduct)*.* *The Customer’s health and safety policy and charter ensures that health, safety and wellbeing is the priority in everything we do. We aim to develop the required management so we can achieve third party certification to the ISO45001 standard in 2024. The Contractor shall have documented HSW policies and procedures in place for all works organised and undertaken.* | |
| 1. **Special Terms** | *N/A* | |
| 1. **Additional Insurance** | *N/A* | |
| 1. **Further Data Protection Provisions** | Personal data collection, storage and use must comply with the regulations 2018.  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: Where you anticipate that only incidental personal data (e.g. business email addresses) will be shared with and/or processed by the supplier, Further Data Protection Provisions of the terms and conditions may not be required. Where the Customer and Supplier intend to share and/or process more than incidental personal data, the Further Data Protection Provisions of the terms and conditions should be used and Appendix 4 of this Order Form must be completed.]*** | |

***[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 | *TBC* |
| 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 |  |