





Standard Contract for Goods and/or Services - Order Form

1. Purchase Order Number	1070179302	
2. Customer	Environment Agency	
3. Contractor(s)	Jeremy Benn Associates Limited (t/a JBA Consulting)	
4. Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables: Department for Environment, Food and Rural Affairs Environment Agency Natural England Rural Payments Agency	
5. 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; and c) the remaining Appendices (if any) in equal order of precedence. 	
6. Deliverables	Applicable Deliverables	Goods Only: <input type="checkbox"/> Services Only: <input checked="" type="checkbox"/> Good and Services: <input type="checkbox"/>
	Goods	None.
	Services	Description: as set out in attached Request for Quotation document. To be performed at: Contractor's premises and/or a premises of members of the farm group included in the study Date of Delivery: To be completed within 3 months of contract start date
7. Start Date	4 November 2024	
8. Expiry Date	7 February 2025	
9. Charges	The Charges for the Services shall be as set out in Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement.	
10. Payment	<i>Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice.</i>	
11. Contractor's Liability Cap (Clause 13.2.1)	A sum equal to £5,000,000 as per clause 13.2.	

12. Customer's Authorised Representative(s)	For general liaison your contact will continue to be Stephen S [REDACTED] or, in their absence, [REDACTED]												
13. Contractor's Authorised Representative	For general liaison your contact will continue to be [REDACTED] or, in their absence, [REDACTED]												
14. Optional Intellectual Property Rights ("IPR") Clauses	The Customer has chosen Option B in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.												
15. Progress Meetings and Progress Reports	<ul style="list-style-type: none"> • The Contractor shall attend progress meetings with the Customer every 2 weeks • The Contractor shall provide the Customer with progress reports every week 												
16. Address for notices	<table border="0"> <tr> <td>Customer:</td><td>Contractor:</td></tr> <tr> <td>Stephen Smith</td><td>[REDACTED]</td></tr> <tr> <td>Attention: Stephen Smith, Water Resources Advisor</td><td>Jeremy Benn Associates Limited (t/a JBA Consulting), 1 Broughton Park, Old Lane North, Broughton, SKIPTON, BD23 3FD</td></tr> <tr> <td>Email: wrnationalframework@environment-agency.gov.uk</td><td>Attention: [REDACTED] Email: [REDACTED]</td></tr> </table>	Customer:	Contractor:	Stephen Smith	[REDACTED]	Attention: Stephen Smith, Water Resources Advisor	Jeremy Benn Associates Limited (t/a JBA Consulting), 1 Broughton Park, Old Lane North, Broughton, SKIPTON, BD23 3FD	Email: wrnationalframework@environment-agency.gov.uk	Attention: [REDACTED] Email: [REDACTED]				
Customer:	Contractor:												
Stephen Smith	[REDACTED]												
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Email: wrnationalframework@environment-agency.gov.uk	Attention: [REDACTED] Email: [REDACTED]												
17. Key Personnel of the Contractor	<table border="0"> <tr> <td>Key Personnel Role:</td><td>Key Personnel Name:</td><td>Contact Details:</td></tr> <tr> <td>Principal Analyst</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>Technical Director</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>Project Director</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> </table>	Key Personnel Role:	Key Personnel Name:	Contact Details:	Principal Analyst	[REDACTED]	[REDACTED]	Technical Director	[REDACTED]	[REDACTED]	Project Director	[REDACTED]	[REDACTED]
Key Personnel Role:	Key Personnel Name:	Contact Details:											
Principal Analyst	[REDACTED]	[REDACTED]											
Technical Director	[REDACTED]	[REDACTED]											
Project Director	[REDACTED]	[REDACTED]											
18. Procedures and Policies	For the purposes of the Agreement: The Customer's security / data security requirements are: in alignment with the Environment Agency's personal data charter: https://www.gov.uk/government/organisations/environment-agency/about/personal-information-charter The Customer's equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy are to be found in here: https://www.gov.uk/government/publications/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024												
19. Special Terms	N/A												
20. Additional Insurance	N/A												
21. 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: <input checked="" type="checkbox"/> No: <input type="checkbox"/>												

Signed for and on behalf of the Customer	Signed for and on behalf of the Contractor
Name: Stephen Smith Project Manager	Name: Andrew Gubbin Director
Date: 25/11/2024 	Date: 31 October 2024
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](#) and which are called 'Standard Goods & Services Terms and Conditions (EA)'

Appendix 2: Specification/Description



RFQ LRO Screening
study - LRO 09.docx

Appendix 3: Charges

Descriptions of Tasks and / or Products	Cost per Day (i.e. rate)	No of Days	Total Cost per Task
Project Management (including start up meetings and introductory farmer meetings)			£2,738.00
Data collection and analysis			£6,095.00
Stakeholder engagement			£3,817.00
Screening and Ranking Spreadsheet (include all items up to and including item 8 in Table 1)			£4,527.00
Detailed evaluation of top 3 LROs for up to 3 groups, including simple Simulation modelling			£8,361.00
LRO screening study report			£4,243.00
Total Costs			£29,781.00
Expenses: travel and accommodation for site visits			£550.00
<i>(include site visits, plus meetings as per your stakeholder engagement proposal)</i>			
Discounts applied (to fall within budget)			-£331.00
Total Overall Cost			£30,000.00

Appendix 4: Processing Personal Data

Contract:	[XXXX]
Date:	[XXXX]
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	Controller: Environment Agency Processor: JBA
Subject matter of the processing	The processing involves investigating and evaluating Local Resource Options (LROs) to enhance water supply resilience for farmers in specified locations across England. Contractor will require names, addresses and abstraction licence data for the group of farmers participating in the study. Agreement of this from the farmers is covered by the application process. Contractor will use farmers commercially sensitive data about water use as part of the study.
Duration of the processing	From November 2024 to February 2025
Nature and purposes of the processing	The processing aims to collect and analyse data on water usage, farming regimens, geology, and water landscapes to identify, screen, and rank LROs, with the goal of improving water supply resilience for farmers.
Type of Personal Data	Names, contact information, water usage data, farm locations, and financial data related to water resources, farming activities and expenses.
Categories of Data Subject	Farmers, farm owners, and farm employees participating in the LRO investigation project.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	<p>Upon project completion,</p> <ul style="list-style-type: none"> all personal data and data supplied under Environment Agency Conditional Licence will be securely deleted and physical copies shredded within 30 days unless legally required to retain the data. Project data will be securely deleted and physical copies shredded three years after project closure. <p>To be reviewed prior to contract signing with contractor</p>
Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement	Primary data processing will occur at the Environment Agency, with contractors processing data at [Contractor's Address] .
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	Data encryption, password protection on files, secure access controls, regular security audits, employee training on data protection, use of secure data storage solutions, and regular backups.