

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

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| 1. **Purchase Order Number**
 | To be confirmed |
| 1. **Customer**
 | Environment AgencyHorizon HouseDeanery RoadBristolBS1 5AH |
| 1. **Contractor(s)**
 | **Insert** *Contractor’s name, registered address (if registered), and registration number (if registered)* |
| 1. **Co-Funder(s)**
 | Not applicable |
| 1. **Defra Group Members**
 | The following Defra Group members will receive the benefit of the Deliverables: Environment Agency.  |
| 1. **The Agreement**
 | This Order is part of the Agreement and is subject to the terms and conditions appended 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**
 | **Goods:** None |
| **Services****:** Scope of deliverables as per the Request for Quote Specification/ Description (Ref: ENVEBP00823R) provided in Appendix 2Date(s) of Delivery: Delivery by 27 February 2026.  |
| 1. **Milestone Delays (Clause 18.2.10)**
 | As per contract.  |
| 1. **Start Date**
 | 13 October 2025 |
| 1. **Expiry Date**
 | 27 February 2026 |
| 1. **Extension Period (Clause 5.2)**
 | The contract will finish on 27 February 2026. Extensions up to 31 March 2026 may be permissible in written agreement with the customer.  |
| 1. **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. |
| 1. **Payment including Payment by Co-****funder(s)**
 | Payments will be made on completion of agreed milestones.Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice.  |
| 1. **Customer’s Authorised Representative(s)**
 | For general liaison your contact will continue to be Lucy Snape (lucy.snape@environment-agency.gov.uk)Or, in their absence, Tommy Lowden (tommy.lowden@environment-agency.gov.uk) |
| 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. **Co-funder’s Authorised Representative**
 | Not applicable |
| 1. **Optional Intellectual Property Rights (“IPR”) Clauses**
 | The Customer has chosen Option B(Default) in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions. |
| 1. **Contractor’s general liability cap**
 | The liability of the Contractor as set out in Clause 16.2.1 of the terms and conditions is limited to £5,000,000.  |
| 1. **Progress Meetings and Progress Reports**
 | * The Contractor shall attend progress meetings with the Customer every month
* The Contractor shall provide the Customer with progress reports every month.
* Specific timetable to be agreed on project commencement.
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| 1. **Address for notices**
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| **Customer:**Environment AgencyTrentside OfficeScarrington RoadWest BridgfordNottinghamNG2 5FA | **Contractor:**[**insert *nameand address of Contractor*]** |
| Attention: Lucy SnapeEmail: lucy.snape@envrionment-agency.gov.uk | Attention: **[insert *title***]Email: [**insert *email address***] |
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| **Co-****funder(s):** Not Applicable |  |
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| 1. **Key Personnel of the Contractor**
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| **Key Personnel Role:**  | **Key Personnel Name:** | **Contact Details:** |
| **Contractor’s Project Manager** | [\*\*\*\*] | [\*\*\*\*] |
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| 1. **Procedures and Policies**
 | For the purposes of the Agreement: The Customer’s security / data security requirements are as specified in Appendix 2 – Request for Quote (Ref: ENVEBP00823R).The Customer’s additional sustainability requirements are as specified in Appendix 2 – Request for Quote (Ref: ENVEBP00823R).The Customer’s equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy [is/are] as specified in Appendix 2 – Request for Quote (Ref:ENVEBP00823R). |
| 1. **Commercial Exploitation (Clause 11)**
 | Clause 11 (Commercial Exploitation) shall apply to this Agreement:**No: ☒** |
| 1. **Special Terms**
 | Not Applicable |
| 1. **Additional Insurance**
 | Not Applicable |
| 1. **Further Data Protection Provisions**
 | The further data protection provisions as contained at Annex 1 of the Terms and Conditions are applicable to this Agreement where indicated below:**No: ☒** |

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| 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: |

|  |  |
| --- | --- |
| Signed for and on behalf of [**insert** name of Co-funder] | Signed for and on behalf of [**insert** name of Co-funder] |
| Name: [**Insert** name] [**Insert** job title] | Name: [**Insert** name] [**Insert** job title] |
| Date:  | Date:  |
| Signature: | Signature: |

**Appendix 1: R&D Terms and Conditions**

***The terms and conditions applicable to this requirement can be found on the website below***

[Defra terms and conditions for goods and services - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/defra-terms-and-conditions-for-goods-and-services)

**Appendix 2: Specification/Description**

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**Appendix 3: Charges**

Total fees = £30,000 excluding VAT

A monthly billing schedule will be agreed between the customer and contractor upon project commencement.

**Appendix 4: Processing Personal Data**

**Authorised Processing Template**

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| **[XXXX]** |
| **Agreement:** |
| **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 |  |