

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

|  |  |
| --- | --- |
| 1. **Purchase Order Number** | TBC |
| 1. **Customer** | Environment Agency  Horizon House Deanery Road Bristol BS1 5AH |
| 1. **Contractor(s)** | *Insert name and address* |
| 1. **Co-Funder(s)** | N/A |
| 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 |
| **Service****s:**  Scope of deliverables as per the Request for Quotation provided in Appendix 2.  Date(s) of Delivery: Delivery by 31 March 2026 |
| 1. **Milestone Delays (Clause 18.2.10)** | As per contract. |
| 1. **Start Date** | 13 October 2025 |
| 1. **Expiry Date** | 31 March 2026 |
| 1. **Extension Period (Clause 5.2)** | No extension period will be granted. |
| 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 upon agreed monthly milestones.  Payments will be made in GBP 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  Emma McAnaw (emma.mcanaw@environment-agency.gov.uk)  or, in their absence,  Annalise Hackett (annalise.hackett@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** | N/A |
| 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** | Meetings between the Customer and the Contractor will be agreed upon project commencement; however, as a minimum, the following shall apply:   * The Contractor shall attend progress meetings with the Customer every month. * The Contractor shall provide the Customer with progress reports every month. |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | Environment Agency  Horizon House Deanery Road Bristol BS1 5AH  Attention: Emma McAnaw and Annalise Hackett  Email: [emma.mcanaw@environment-agency.gov.uk](mailto:emma.mcanaw@environment-agency.gov.uk) and [annalise.hackett@environment-agency.gov.uk](mailto:annalise.hackett@environment-agency.gov.uk) | *[insert name and address of Contractor]*  *Attention: [insert title]*  *Email: [insert email address]* | |  |  | |  |  | |  |  | |
| 1. **Key Personnel of the Contractor** | |  |  |  | | --- | --- | --- | | **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** | | **Contractor’s Project Manager** |  |  | |  | | | |
| 1. **Procedures and Policies** | For the purposes of the Agreement:  The Customer’s security / data security requirements are provided in Appendix 2 – Request for Quotation.  The Customer’s additional sustainability requirements are provided in Appendix 2 – Request for Quotation.  The Customer’s equality and diversity policy/requirements and instructions related to equality Law is provided in Appendix 2 – Request for Quotation.  The Research and development terms and conditions are provided here: [Research and development terms and conditions - GOV.UK](https://www.gov.uk/government/publications/environment-agency-terms-and-conditions-for-goods-and-services/research-and-development-terms-and-conditions). |
| 1. **Commercial Exploitation (Clause 11)** | Clause 11 (Commercial Exploitation) shall apply to this Agreement:  **No** |
| 1. **Special Terms** | N/A |
| 1. **Additional Insurance** | N/A |
| 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:  ***N/A*** |

|  |  |
| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor** |
| Name:    Job title: | Name:  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***

[Research and development terms and conditions - GOV.UK](https://www.gov.uk/government/publications/environment-agency-terms-and-conditions-for-goods-and-services/research-and-development-terms-and-conditions)

**Appendix 2: Specification/Description**

**Appendix 3: Charges**

Total Fees = £50,000 excluding VAT.

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