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

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| --- | --- | --- |
| 1. **Purchase Order Number** | TBC | |
| 1. **Customer** | Natural England  2nd Floor  Arndale House  Manchester  M4 3AQ | |
| 1. **Contractor(s)** | *TBC* | |
| 1. **Defra Group Members** | The following Defra Group members will receive the benefit of the Deliverables:  Natural England | |
| 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:**  **Good and Services:** |
| Goods | **None**. |
| **Services** | Description: as set out in ANNEX 4 specification  To be performed at *-* ***TBC***  **Date(s) of Delivery:** The project is anticipated to begin in early September 2024 with a **target outputs** delivery date of 28th February 2025. A detailed timeline is set out in the Request for Quote.  ***days of the week rather than for the whole week***] - **TBC** |
| 1. **Start Date** | *September 2024* | |
| 1. **Expiry Date** | *February 2025* | |
| 1. **Charges** | The Charges for the Goods and/or Services shall be as set out [below ***[insert details]*** / in [Appendix 3 – Charges]]. The Charges are fixed for the duration of the Agreement. | |
| 1. **Payment** | Payments will be made to the supplier using the standard SSCL process. | |
| 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  [**Insert *contract manager name and contact details***]  or, in their absence,  [**Insert *secondary name and contact details***]. | |
| 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. **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. | |
| 1. **Progress Meetings and Progress Reports** | A Project Steering Group of Natural England and successful contractor representatives will be established at start of contract to oversee project delivery. It is anticipated project progress meetings will be held monthly (by Teams) from the initial project inception meeting.   * 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:** | | [**insert *name and address of Customer***]  Attention: [**insert *title***]  Email: [**insert *email address***] | [**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:** | |  |  |  | | |

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| --- | --- |
| 1. **Procedures and Policies** | N/A |
| 1. **Special Terms** | N/A |
| 1. **Additional Insurance** | N/A |
| 1. **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:**  **No:** |

|  |  |
| --- | --- |
| 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 [Natural England Website](https://eur05.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fgovernment%2Forganisations%2Fnatural-england%2Fabout%2Fprocurement&data=05%7C01%7Cdaniel.lavender%40dlapiper.com%7Ce61b389c5e15470f278e08dbcc060e37%7Ce855e7acc54640d299f7a100522010f9%7C1%7C0%7C638328098969691096%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=ymInFtzabvMF3T9or361i03D%2B4kyuzgt8T5CzJeS7Gc%3D&reserved=0) and which are called ‘Standard Goods & Services Terms and Conditions’

**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**

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| --- | --- |
|  |  |
| **[XXXX]** |
| **Contract:** |
| **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 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 |  |