



Department  
for Environment  
Food & Rural Affairs

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

<b>1. Purchase Order Number</b>	TBC	
<b>2. Customer</b>	The Secretary of State for Environment, Food and Rural Affairs, acting as part of the Crown	
<b>3. Contractor(s)</b>	The IUCN UK Peatland Programme, c/o Royal Society of Wildlife Trusts, The Kiln, Waterside, Mather Road, Newark, Nottinghamshire, NG24 1WT	
<b>4. Defra Group Members</b>	The following Defra Group members will receive the benefit of the Deliverables:  Defra, Natural England, Environment Agency	
<b>5. The Agreement</b>	<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"><li>a) this Order;</li><li>b) the terms and conditions at Appendix 1; and</li><li>c) the remaining Appendices (if any) in equal order of precedence.</li></ul>	
<b>6. Deliverables</b>	<b>Applicable Deliverables</b>	<b>Goods Only:</b> <input type="checkbox"/> <b>Services Only:</b> <input checked="" type="checkbox"/> <b>Good and Services:</b> <input type="checkbox"/>
	<b>Goods</b>	None
	<b>Services</b>	<p>The IUCN UK Peatland Programme will contract out two pieces of consultancy work to ensure the sustainability of the Peatland Code. In addition to this, they will undertake two smaller pieces of work that will ensure the integrity and longevity of the Code. Further details are set out in Appendix 2.</p> <p>To be performed at the Contractor's premises and/or a third party's premises.</p> <p>Contractor's premises: The IUCN UK Peatland Programme, c/o Royal Society of Wildlife Trusts, The Kiln, Waterside, Mather Road, Newark, Nottinghamshire, NG24 1WT</p> <p>Third party premises:</p> <p>Project 1: Sheppherd and Wedderburn 9 Haymarket Square Edinburgh EH3 8FY</p>

		<p>Project 2: Finance Earth W106 Vox Studios, 1-45 Durham Street, London, SE11 5JH</p> <p>Project 3: ICROA Grand Rue 11, 1204 Geneva, Switzerland.</p> <p>Project 4: Sierra View Solutions 375 E. Grand View Avenue, Sierra Madre, CA 91024 USA</p> <p>Date(s) of Delivery: to be performed in the Financial Year 23/24.</p>
<b>7. Start Date</b>	14.02.2024	
<b>8. Expiry Date</b>	31.03.2024	
<b>9. Charges</b>	The Charges for the Goods and/or Services shall be as set out in Appendix 3. The Charges are fixed for the duration of the Agreement.	
<b>10. Payment</b>	<p>Payments will be made to Royal Society of Wildlife Trusts REDACTED</p> <p><b>REDACTED</b></p>	
<b>11. Contractor's Liability Cap (Clause 13.2.1)</b>	An amount equal to 10 times the value of the Contract.	
<b>12. Customer's Authorised Representative(s)</b>	<p>For general liaison your contact will continue to be REDACTED@defra.gov.uk</p> <p>or, in their absence, REDACTED@defra.gov.uk</p>	
<b>13. Contractor's Authorised Representative</b>	<p>For general liaison your contact will continue to be REDACTED@iucn.org.uk</p> <p>or, in their absence, REDACTED@iucn.org.uk</p>	
<b>14. Optional Intellectual Property Rights ("IPR") Clauses</b>	The Customer has chosen Option C in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.	
<b>15. Progress Meetings and Progress Reports</b>	<ul style="list-style-type: none"> <li>• The Contractor shall update the Customer when invoices are made by third parties, and confirm when these have been paid by the Contractor.</li> <li>• The Contractor shall provide the Customer with a progress update summary via email every two weeks on all four projects.</li> <li>• The Contractor shall provide the Customer with a progress report at the end of the Financial Year. This report will cover all four projects, and set out the next steps for the work.</li> </ul>	
<b>16. Address for notices</b>	<p><b>Customer:</b></p> <p>The Secretary of State for Environment, Food and Rural Affairs</p>	<p><b>Contractor:</b></p> <p>The IUCN UK Peatland Programme, c/o Royal</p>

	2 Marsham Street London SW1P 4DF  Attention: REDACTED  Email: REDACTED@defra.gov.uk			Society of Wildlife Trusts, The Kiln, Waterside, Mather Road, Newark, Nottinghamshire, NG24 1WT  Attention: READCTED  Email: REDACTED@iucn.org.uk
17. Key Personnel of the Contractor	Key Personnel Role:  Director	Key Personnel Name:  REDACTED	Contact Details:  Email: REDACTED@iucn.org.uk	
18. Procedures and Policies	N/A			
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 type="checkbox"/> No: <input checked="" type="checkbox"/>			

Signed for and on behalf of the <b>Customer</b>	Signed for and on behalf of the <b>Contractor</b>
Name: REDACTED  Head of Peat Policy, Defra	Name: REDACTED  Director, IUCN UK Peatland Programme
Date: 31.01.2024	Date: 30.01.2024
Signature: REDACTED	Signature: REDACTED
Signed for and on behalf of the <b>Customer</b>	Signed for and on behalf of the <b>Contractor</b>
Name: REDACTED	Name: REDACTED
Date: 06.02.2024	Date: 06.02.2024

Authority Signature:  
REDACTED

Contractor Signature:  
REDACTED

## **Appendix 1: Terms and Conditions**

The Customer's Standard Good & Services Terms and Conditions which can be located on the [Defra Website](#) and which are called 'Standard Goods & Services Terms and Conditions (Core Defra)'

## **Appendix 2: Specification/Description**

### **Project 1: Legal Consultancy**

Project purpose: Consultancy work to establish the legal status and operating structures of the IUCN UK National Committee, the IUCN UK Peatland Programme and the Peatland Code

This project is a piece of consultancy work that will present the different legal structures available to the IUCN. It will set out the pros and cons of each structure so that the Executive Boards are in a position to make an informed decision on what approach can be adopted.

This project is needed because many of the key challenges encountered by the IUCN Peatland Programme arise from its current operating structure and the fact that there is no clear entity which holds the assets or which have responsibility for leading on the operation and management of the Peatland Code.

The work will be contracted out to the legal firm, Shepherd and Wedderburn. They will deliver the below.

- Producing an initial advice note setting out the pros and cons of:
  - continuing with the status quo, which we understand involves operating as a network of organisations each of whom has a representative on the IUCN UK National Committee which is responsible for steering the overall programme;
  - incorporating a new entity to take ownership of the rights / responsibilities of the group;
  - designating an existing member organisation to take ownership of the rights / responsibilities of the group.
  - This note would involve input from our Corporate, Tax, IP, Data Protection, FOI, Regulatory and Employment specialists.
- Call with IUCN UK NC, IUCN UK PP and Peatland Code representatives to answer any questions with regards to the recommendations established in a).
- Updating the recommendations produced in a) to include any clarification or further advice and commentary that may be helpful, taking account of issues discussed.

### **Project 2: Business case consultancy**

Project purpose: to complete phase 1 of a business case for the Peatland Code: scoping – consultants to produce a proposal for full scope and consultation

This project will form the first step of building a formal business case for the Peatland Code to make recommendations for its future management, funding, and development. It will look at the operation of the Code in the long-term, including government funding, self-financing models, and how the IUCN UK PP can bring in funding from private investors. This first step will scope the business case and will be built on in the second step, which will happen in FY 24/25 – the reason for the project being split across FYs is so we can guarantee deliverables for this years funding within the FY.

This project is needed because the Peatland Code receives feedback that investors find it difficult to make their business case for direct investment in Code development and management as it doesn't generate a direct return on their investment.

The work will be contracted out to Finance Earth. They will deliver a piece of consultancy work that explores the below.

- Funding the operation of the Code in the long-term including government funding and self-financing models. What budget does the IUCN UK Peatland Programme need to run the Code with long-term security for projects (10+ years)?
- How does the IUCN UK PP bring in funding from private investors who are keen to directly fund restoration activity (but where operation and development of the Code is key to ensuring that that mechanism for direct investment exists)? Explore barriers to private investment in the Code and set out opportunities/business case for this investment.
- Hosting and legal framework. What is the optimum model for the delivery of the Peatland Code? What services are required from a host organisation for operating a Code?
- Capacity to deliver an efficient project pipeline of registration, validation and verification. Forecasting future demand and optimising the Coe team structure to match. What would the optimal staff team look like and how would this grow with projects?
- Set out the risks of the current host (IUCN UK PP) and the Code collapsing.
- Set out the need for strategic investment to deliver the scale of private finance needed.
- Development of the Code to meet the needs of restoration urgency and scale inc. use of digital MRVs, stacking and accreditation.

### **Project 3: ICROA accreditation fee REDACTED CHF**

The UKAS accreditation for the Peatland Code is ongoing. There is a need to align with the ICVCM Core Carbon Principles approach and to work towards attaining ICVCM and ICROA accreditation for the Code to be viewed as a scheme of the highest integrity. There are some barriers to achieving ICVCM accreditation at present due to the Code's governance structures (which will hopefully be resolved by the legal consultancy work) and the application process being closed whilst ICVCM update their process. A decision has been taken by Executive Board that an application to ICROA is able to go ahead and will be submitted by the end February. This funding will pay the accreditation fee.

### **Project 4: Risk buffer consultancy**

In 2023, the IUCN undertook a consultancy project that helped them to research and workshop updates to the approach the Peatland Code uses to assess reversal risk and contributions to its buffer pool. This consultancy produced guidance on how to use a variable or fixed risk buffer. The Executive Board took the recommendation from this piece of work to adopt a fixed 20% risk buffer and to link current risk buffer tools. This project would be further consultancy to adopt the Executive Board's recommendations and integrate the new fixed risk buffer approach and guidance into the Peatland Code. The consultants will manage and process the public consultation element required to make these changes in the Code.

The work will be contracted out to Sierra View Solutions. They will deliver the below:

- Review the feedback received from the Executive Board and Technical Advisory Board.
- Draft an updated version of the risk buffer guidance and associated spreadsheet calculator.
- Publish the updated draft for a 30-day public consultation period.
- Respond to public consultation feedback and prepare a final draft for adoption by the Technical Advisory Board and Executive Board.



### **Appendix 3: Charges**

#### **Project 1: Legal Consultancy**

Cost of consultancy: REDACTED

Spending: Defra will provide funds to IUCN who will spend on a third-party consultancy

#### **Project 2: Business Case Consultancy**

Total cost: REDACTED (this is for the scoping work to be completed this FY, additional funding will be paid in the FY 24/25 for the full report and recommendations)

Spending: Defra will provide funds to IUCN who will spend on a third-party consultancy

#### **Project 3: ICROA Accreditation**

Total cost: REDACTED

Spending: Defra will provide funds to IUCN who will spend on the accreditation fee with ICROA

#### **Project 4: Risk Buffer Consultancy**

Total cost: REDACTED

Spending: Defra will provide funds to IUCN who will spend on a third-party consultancy

Total across all projects: REDACTED

#### Appendix 4: Processing Personal Data

<b>Contract:</b>	<b>[XXXX]</b>
<b>Date:</b>	<b>[XXXX]</b>
<b>Description of authorised processing</b>	<b>Details</b>
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	