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

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| 1. **Purchase Order Number** | TBC | |
| 1. **Customer** | ***Cathy Fitzroy, Natural England as part of the Department for Environment, Food and Rural Affairs, acting as part of the Crown*** | |
| 1. **Contractor(s)** | *TBC Contractor’s name, registered address (if registered), and registration number (if registered),* | |
| 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 Appendix 2 – Specification/Description  To be performed at: Virtual Meetings and/or the Customer’s premises and/or the Contractor’s premises and/or third party’s premises. Addresses may vary.  Date(s) of Delivery: 03/01/2024 – 31/03/2024 |
| 1. **Start Date** | 3rd January 2024 | |
| 1. **Expiry Date** | 31st March 2024 | |
| 1. **Charges** | TBC  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 Natural England and can be made in two instalments with 100% to be invoiced upon agreement of the final deliverables.  Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice | |
| 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  Cathy Fitzroy  cathy.fitzroy@naturalengland.org.uk  or, in their absence,  Jenny Hooper  jenny.hooper@naturalengland.org.uk | |
| 1. **Contractor’s Authorised Representative** | TBC  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 (Default Option)** in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions. | |
| 1. **Progress Meetings and Progress Reports** | * The Contractor shall attend progress meetings with the Customer every two weeks via Teams call or email. | |
| 1. **Address for notices** | TBC   |  |  | | --- | --- | | **Customer:** | **Contractor:** | | **Natural England, *and address of Customer***  Attention: Cathy Fitzroy  Email: cathy.fitzroy@naturalengland.org.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:** | |  |  |  | |  | | | |  |  |  | | |
| 1. **Procedures and Policies** | For the purposes of the Agreement: [The Customer’s Staff Vetting Procedures are: [**Insert *details/contained in [*Insert *link to relevant policy****].* *[****Example 1:*** *The Customer requires the Contractor to ensure that any person employed in the Delivery of the Goods and/or Services has undertaken a disclosure and barring service check.]**[****Example 2:*** *Details of what the Customer considers to be a Relevant Conviction for the purposes of clause 6.4 of the terms and conditions].* [The Customer’s security / data security requirements are: [**Insert *details/contained in [*Insert *link to relevant policy***].  [The Customer’s additional sustainability requirements are: [**Insert *details/contained in [*Insert *link to relevant policy***].  [The Customer’s equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy [is/are] [**Insert *details/contained in [*Insert *link to relevant policy***].  [The Customer’s health and safety policy is: [**Insert *details/contained in [*Insert *link to relevant policy***]. | |
| 1. **Special Terms** | Special Term 1 - ***[Insert terms to revise or supplement the terms and conditions, or enter ‘N/A’ and delete the extra rows below for example but not exhaustive:***   * ***longer extension period;*** * ***time being of the essence for delivery]*** | |
| 1. **Additional Insurance** |  | |
| 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**

**Specification of Requirements**

**Background to Natural England**

Natural England (NE) is the Government’s advisor on the natural environment. It provides practical advice, grounded in science, on how best to safeguard England’s natural wealth for the benefit of everyone. Natural England’s remit is to ensure sustainable stewardship of the land and sea so that people and nature can thrive. It is our responsibility to see that England’s rich natural environment can adapt and survive intact for future generations to enjoy.

Further information about the Authority can be found at: [Natural England](https://www.gov.uk/government/organisations/natural-england).

**Background to District Level Licensing**

District level licensing (DLL) for great crested newts (GCN) is a strategic approach to the licensing requirements associated with development where this protected species is present or may be present. The impact of development is considered at a landscape scale and, working through local habitat delivery partners, the creation or restoration of habitat is targeted to areas where the species will most benefit.

District Level Licensing is provided by Natural England across 19 geographic areas. NatureSpace Partnership provide a scheme across 10 areas and three local authorities provide for their own authority area.

Further information regarding District Level Licensing can be found in Annex 3 of the RFQ.

**Specification of Requirements**

In 2021 DLL conducted a ‘Theory of Change’ (ToC) which led to the development of key evaluation questions, indicators for monitoring, gaps in available data and provided a structure for data analysis and reporting. The combined outputs of the ToC led to the development of an Evaluation Framework.

In 2022 Natural England undertook an interim evaluation of DLL against three questions from the evaluation framework. It was not possible to address all evaluation questions at that time because of issues including:

* + Limited data availability in terms of frequency and relevance to ToC outcomes
  + Staff Resource
  + Insufficient data to evaluate wider ecological benefits.

Throughout 2023 Natural England has been undertaking a review of its Evaluation Framework for DLL. The objectives of the review are to:

* + Review and update, as needed, the Theory of Change
  + Review and finalise the evaluation framework providing a consistent, focused, and transparent approach for annual and longer-term monitoring, reporting and evaluation.
  + Review the monitoring strategy ensuring alignment with the evaluation framework to facilitate its population.

The final stage of the review will be to:

* + Produce procedure-level guidance to support consistent and robust implementation of the monitoring strategy and evaluation framework.

**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 |  |