Add NE Logo

***Guidance note: Several parts of this Order are highlighted with guidance and options as follows:***

1. ***(Blue) Internal guidance note that must be deleted before circulating.***
2. ***(Yellow) Optional provision to be deleted if not required or amended to reflect the circumstances.***
3. *This Order and the accompanying Terms and Conditions are to be used for medium value (£10-50K) contracts for relatively simple purchases of goods and/or services.*
4. *Except as permitted in this Order the Terms and Conditions are not intended to be varied or negotiated in any way.*
5. *For complex goods/services or long term service arrangements, please use one of the other Standard Template documents as appropriate. The Decision Tree document found at [link] will help you determine the appropriate Standard Template document to use.*
6. *Section 21 of this Order contains guidance and options to select in respect of applicable data sharing/processing provisions depending on the level of sharing or processing of personal data you anticipate the supplier will be carrying out.*

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

|  |  |  |
| --- | --- | --- |
| 1. **Purchase Order Number** | TBC | |
| 1. **Customer** | Natural England | |
| 1. **Contractor(s)** | TBC | |
| 1. **Defra Group Members** | The following Defra Group members will receive the benefit of the Deliverables:  Natural England, Environment Agency | |
| 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** | Develop a Geospatial layer informed by analysis and modelling environmental parameters to identify potential coastal freshwater wetland habitat migration corridors both laterally and upstream from the current tidal zone in response to climate driven sea level rise.  This is to include the application of field measurements, GIS and simulation modelling to predict the effects of increasing saline influence upon estuaries and tidally influenced ecosystems to identify potential migration corridors and develop strategies for habitat adaptation to climate driven SLR.  To be performed at ***the Contractor’s premises TBC***  Date(s) of Delivery: 28th *March 2024* |
| 1. **Start Date** | *8 January 2024* | |
| 1. **Expiry Date** | *31st March 2024* | |
| 1. **Charges** | The Charges for the Services shall be as set in the Order and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the supply of the Services, including but not limited to the costs of insurance. The Charges are fixed for the duration of the Agreement. | |
| 1. **Payment** | Payments will be made to ***TBC***  **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  MARINA PUGH  E-mail:[marina.pugh@naturalengland.org.uk](mailto:marina.pugh@naturalengland.org.uk)  Mobile: 07584547275  or, in their absence,  LOUISE DENNING  E-mail: [louise.denning@naturalengland.org.uk](mailto:louise.denning@naturalengland.org.uk)  Mobile:07770832559 | |
| 1. **Contractor’s Authorised Representative** | For general liaison your contact will continue to be  or, in their absence, | |
| 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.  ***Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.*** | |
| 1. **Progress Meetings and Progress Reports** | * The Contractor shall attend progress meetings with the Customer at least once every three weeks or at the request of the contractor | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | Natural England  Attention: Marina Pugh  Email: [marina.pugh@naturalengland.org.uk](mailto:marina.pugh@naturalengland.org.uk) | **TBC**  Attention: **[insert *title***]  Email: [**insert *email address***] | |  | | |
| 1. **Key Personnel of the Contractor** | |  |  |  | | --- | --- | --- | | **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** | |  |  |  | | **TBC** | | | |  |  |  | | |
| 1. **Procedures and Policies** | For the purposes of the Agreement: The Customer’s Staff Vetting Procedures are:The Customer requires the Contractor to ensure that any person employed in the Delivery of the Services has undertaken a disclosure and barring service check. 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** | N/A | |
| 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:**  [***Guidance note: Where you anticipate that only incidental personal data (e.g. business email addresses) will be shared with and/or processed by the supplier, Further Data Protection Provisions of the terms and conditions may not be required. Where the Customer and Supplier intend to share and/or process more than incidental personal data, the Further Data Protection Provisions of the terms and conditions should be used and Appendix 4 of this Order Form must be completed. If you have any queries regarding the above, you can contact your local data protection team by email at the address shown here*** [Data protection (sharepoint.com)](https://defra.sharepoint.com/sites/Defraintranet/SitePages/data-protection.aspx)]***]*** | |

***[Guidance note: Please note that typically the Contractor should sign first and return the copy to the Customer to sign]***

|  |  |
| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor** |
| Name:  Marina Pugh  Senior Specialist Adviser – Coastal Habitats | 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**

|  |  |
| --- | --- |
|  |  |
| **[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 |  |