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

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| 1. **Purchase Order Number** | Will be issued upon Contract Award | |
| 1. **Customer** | Natural England  Foss House  Kings Pool  1-2 Peasholme Green  York  YO1 7PX | |
| 1. **Contractor(s)** |  | |
| 1. **Defra Group Members** | The following Defra Group members will receive the benefit of the Deliverables:  N/A | |
| 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** | As Described in Appendix 2 – Specification  Date(s) of Delivery: from 27th January 2025 – 28th March 2025 |
| 1. **Start Date** | *20th January 2025* | |
| 1. **Expiry Date** | *28th March 2025* | |
| 1. **Charges** | The Charges for the Goods and/or Services shall be as set out in Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement. | |
| 1. **Payment** | Payments will be made monthly based on the number of days used that month. P*ayments 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  [**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** | Not applicable | |
| 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:** | |  |  |  | |  | | | |  |  |  | | |
| 1. **Procedures and Policies** | For the purposes of the Agreement:  The Customer’s additional sustainability requirements are: As Described in Appendix 2 – Specification  The Customer’s health and safety policy is: As Described in Appendix 2 – Specification | |
| 1. **Special Terms** | None | |
| 1. **Additional Insurance** | None | |
| 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:** | |

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| --- | --- |
| 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**

NCEA: Unexploded Ordinance onsite support for England Ecosystem Survey Monads

**Specification of Requirements**

The overall aim of the contract is to provide UXO (Unexploded Ordnance) engineer watching briefs during the execution of the EES soil survey on selected surveys sites, where this has been recommended, as a safety precaution to ensure safety and compliance with regulatory standards. The UXO risk assessments desk studies have been completed for the sites and will be provided. The UXO team's primary role is to monitor operations, identify potential hazards, and respond to any UXO discoveries during the survey. Continuous onsite attendance during soil survey activities in identified UXO risk areas is needed.

The sites are located within 1 km2 squares, called monads, an example of such site is provided in Figure 1.

**A map with different locations

Description automatically generated**

Figure 1: Example of monad (1km2 square) with four 1ha squares

Natural England’s core requirement is to commission 40 UXO engineer watching brief days as required between the contract start date and 28th March 2025, but reserve the right to commission fewer days in the event the scheduled surveys do not take place. Natural England may, by way of a contract variation commission up to an additional 20 UXO engineer watching brief days if required.

The following activities will be carried out on up to six randomly placed 16 by 16 m square plots located anywhere within the sites:

* Excavation by hand of soil pits to a depth of up to 0.80m using a spade.
* Taking soils samples using cylindrical soils corers with a maximum diameter of 5 cm; the cores will be driven to a depth 0.80 m using manual slide (drop) hammers.
* Manual soil coring using an Edelman type (Dutch or open-faced) auger, to a maximum depth of 1.20 m.
* Peat depth probing using a fiberglass or other material push probe (c. 5 mm diameter), by hand, down to a depth of hard substrate.

The UXO engineer is required to:

* Maintain continuous onsite attendance during soil survey activities.
* Monitor for potential UXO hazards as soil sampling or ground-disturbing activities proceed.
* Utilize handheld detection tools, as necessary, for targeted subsurface investigations in active work zones.
* Implement risk mitigation and safety measures in case on any suspected UXO encountered during survey operations.

The supplier will be expected to have enough UXO engineers available to support multiple surveys within one week across England.

**Sustainability**

Natural England protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains. We expect the supplier to share this commitment and adopt a sound, proactive sustainable approach in keeping with the 25 yr environmental plan/our commitments compliant with all applicable legislation. This includes understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to; resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity & inclusion, negative community impacts.

As a delivery partner, the successful supplier is expected to pursue sustainability in their operations, thereby ensuring the Contracting Authority is not contracting with a supplier whose operational outputs run contrary to the Contracting Authority’s objectives. The successful supplier will need to approach the project with a focus on the entire life cycle of the project.

**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 |  |