



Department  
for Environment  
Food & Rural Affairs

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

<b>1. Purchase Number</b>	<b>Order</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 have contracted out a piece of consultancy work to ensure the sustainability and integrity of the Peatland Code, this builds upon work Defra funded in FY23/24. 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: Finance Earth W106 Vox Studios, 1-45 Durham Street, London, SE11 5JH</p> <p>Date(s) of Delivery: to be performed by June 2024.</p>

7. Start Date	01.04.2024	
8. Expiry Date	28.06.2024	
9. Charges	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.	
10. Payment	Payments will be made to <b>REDACTED</b>	
11. Contractor's Liability Cap (Clause 13.2.1)	An amount equal to 10 times the value of the Contract	
12. Customer's Authorised Representative(s)	For general liaison your contact will continue to be <b>REDACTED</b> or, in their absence, <b>REDACTED</b>	
13. Contractor's Authorised Representative	For general liaison your contact will continue to be <b>REDACTED</b> or, in their absence, <b>REDACTED</b>	
14. Optional Intellectual Property Rights ("IPR") Clauses	The Customer has chosen Option C in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.	
15. Progress Meetings and Progress Reports	<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 progress made during the project.</li> <li>• The Contractor shall provide the Customer with a progress report at the end of the project, and provide a copy of any reports made by the consultancy firm.</li> </ul>	
16. Address for notices	<b>Customer:</b>  The Secretary of State for Environment, Food and Rural Affairs 2 Marsham Street London SW1P 4DF  <b>REDACTED</b>	<b>Contractor:</b>  The IUCN UK Peatland Programme, c/o Royal Society of Wildlife Trusts, The Kiln, Waterside, Mather Road, Newark, Nottinghamshire, NG24 1WT  <b>REDACTED</b>

17. Key Personnel of the Contractor	<b>Key Personnel Role:</b> Director <b>Key Personnel Name:</b> <b>REDACTED</b> <b>Contact Details:</b> Email: <b>REDACTED</b>
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: <b>Yes:</b> <input type="checkbox"/> <b>No:</b> <input checked="" type="checkbox"/>

Signed for and on behalf of <b>Commercial</b>	Signed for and on behalf of the <b>Contractor</b>
Name: <b>REDACTED</b>  Date: 11/06/2024	Name: <b>REDACTED</b>  Date: 11/06/2024

## **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: Business case consultancy**

Project purpose: to complete phase two of a business case for the Peatland Code, building upon the work completed in phase one, which was funded by Defra in FY23/24.

This project will produce a report of recommendations on a formal business case for the Peatland Code; making 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 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.

### **Appendix 3: Charges**

**Project:** Business Case Consultancy

**REDACTED**

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

#### 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	