Add NE Logo

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

|  |  |  |
| --- | --- | --- |
| 1. **Purchase Order Number** | to be confirmed | |
| 1. **Customer** | Natural England | |
| 1. **Contractor(s)** | [**Insert** *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:  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 / Description] |
| 1. **Start Date** | 18/09/2024 | |
| 1. **Expiry Date** | 24/03/2025 | |
| 1. **Charges** | 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 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  Stephanie Mills (Contract manager)  [Stephanie.mills@naturalengland.org.uk](mailto:Stephanie.mills@naturalengland.org.uk)  or, in their absence, Kiera McCabe [kiera.mccabe@naturalengland.org.uk](mailto:kiera.mccabe@naturalengland.org.uk) and Ian Goodchild [Ian.Goodchild@naturalengland.org.uk](mailto:Ian.Goodchild@naturalengland.org.uk) | |
| 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** | * The Contractor shall attend progress meetings with the Customer every 2 weeks. | |
| 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 Staff Vetting Procedures are Detailed in the documents: **HP115** **HR** **Recruitment** **and** **Selection** **Policy.pdf** **and** **HP116** **HR** **Recruitment** **and** **Selection** **Procedure.pdf**    The Customer’s security / data security requirements are included as document: **Tender** **info** **related** **to** **business** **continuity** **-** **business** **resilience** **–** **cybersecurity.docx**    The Customer’s equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy is included as document:  **Tender** **info** **related** **to** **employment,** **ED&** **I,** **fair** **work** **practices*.*docx**    The Customer’s health and safety policy is included as document: **HSQE** **Policy** **statement.pdf** | |
| 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:** | |

|  |  |
| --- | --- |
| 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. We provide practical advice, grounded in science, on how best to safeguard England’s natural wealth for the benefit of everyone. Our 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.

**Project background**

Defra’s marine Natural Capital and Ecosystems Approach (mNCEA) mission is to;

 “Transform and innovate the way our evidence-base is captured, analysed and brought together to ensure science meets the needs of policy / decision makers to embed a natural capital approach, allowing us to leave our marine environment in a better state than we found it, achieving clean, productive, healthy and biologically diverse seas, and a sustainable blue economy.”

The mNCEA will provide a holistic, accurate and robust set of evidence and data for Defra to make informed policy decisions about the state of our natural capital assets in high profile policy areas (e.g. future fisheries, offshore wind etc), and lead to better outcomes for the environment. It will also identify innovative and transformative ways of collecting, analysing and distributing the data.

Future Monitoring is one of the two main projects that make up the mNCEA programme and Citizen Science is an important element of the Future Monitoring project. We are in the 3rd and final year of the mNCEA programme that has an end date of March 2025.

Year two of Future Monitoring was building on the inshore monitoring work undertaken in Year 1 the project for year 2 delivered the following:

Collate, review and re-analyse existing monitoring data to understand what this tells us about natural capital and how it can be used to support decision making in contexts including Good Environmental Status, Good Ecological Status, the Energy Security Strategy, the Environmental Improvement Plan and marine spatial prioritization, as well as identifying IFCA evidence needs;

Collect further primary evidence on the extent/abundance and potentially condition of habitats and species within 12nm and understand how this connects to the ecosystem services they provide;

Continue to trial new methods for marine monitoring using eDNA and earth observation that seek to reduce costs and improve efficiency.

Continue the programme of citizen science begun in Year 1.

The Citizen Science element has grown from a science review of marine, coast and estuarine citizen science that informs marine Natural Capital in English waters in yr 1 of the mNCEA, to the establishment of a Defra wide Citizen Science Technical Advisory Group, the production of a Marine Citizen Science Strategy for implementation across Natural England and other ALB’s, and the pilot trials of successful citizen science projects for monitoring seabirds and inshore fish. In this final year Future Monitoring changed to Inshore Evidence with aims to focus on the ecosystem asset and biological service evidence that is essential to ensuring that tools and framework have robust high confidence outputs, that result in empirical nature recovery.

For citizen science this will see the production of a suite of tools and guidance on best practice, covering many aspects including standardising methodologies, optimising FAIR data generation, health and safety aspects and realising the many benefits and values of citizen science via integration into Natural England’s marine monitoring programme.

There is an ambition to host a Citizen Science Week, a celebratory event of citizen science with a focus on projects that operate in the intertidal and shallow subtidal habitats of our coastline. The event would run over the spring tides of March 2025 (1st – 4th) at two locations in parallel. The locations are tbc but would reflect the priority places as identified by the Place Based and Decision-Making component of the mNCEA, with one location in the SW and one in the NE.

Over the course of the week there will be volunteers collecting evidence in the field as part of pre-organised events by partner organisations and stakeholders in the event (e.g. Shoresearch, The Rock Pool Project). These sessions in the field would be a good opportunity to trial some new citizen science methods, which feed into Natural England's needs, and could be easily incorporated into partner organisations existing methods. The contractor will discuss potential ideas with NE and the partners to organise this trialling of methods. Workshops sessions that bring together focus groups to tackle specific questions that came out of the citizen science workshop at the end of yr. 1. There will be a conference style session to allow established citizen science groups to showcase their work and for mNCEA colleagues to provide an update on the programmes progress and achievements.

This contract is for the organisation, facilitation and hosting of Citizen Science Week in the Southwest of England. Intertidal surveys require a low spring tide, and so, the timing and duration of the event is in part, dictated by the tides. The event will run for 2 or 3 days not a full week.

Specifically, this would include:

Identifying relevant citizen science initiatives in the southwest of England that collect benthic data of the intertidal and shallow subtidal habitats.

At a minimum, the following should be contacted;

Shoresearch

The Rock Pool Project

Coastwise

The Big Seaweed Search

Your Shore

Working with the identified partners to organise a suite of volunteer surveys to be carried out during low tide from Thursday to Sunday; 1st- 4th March.

Organising parking and transport for all participants between survey sites and the location of the indoor activities (if necessary).

Being the point of contact for attendees and therefore being available to respond to queries in a timely manner, including providing local knowledge on logistics, travel and accommodation.

Being on site for the duration of the event to handle logistical and technical issues that may arise, general smooth running of the event and to help in the running of the workshops.

Work closely with the Natural England lead to plan and run workshops.

This contract does not include;

* Finding and booking a venue
* The cost of the venue
* Travel and accommodation (of attendees)
* Chairing the conference

A significant proportion of the contract can be delivered remotely, including networking with volunteer partners and meetings in the run-up to the event. It is expected however, that the contractor will be available and in person at the event during days when workshops are being run (Mon/Tues). The event will run over 4 days; Saturday - Tuesday, to accommodate the attendance of employees and volunteers. A provisional schedule is given below, exact times will be dependent on the tide times and travel time between survey site and venue:

* Saturday 1st March

Morning surveys (0830 - 1130). Partner initiatives only. No staff. Contractor not needed.

* Sunday 2nd March

Morning surveys (0900 - 1200), Partner initiatives only. No staff. Contractor not needed.

* Monday 3rd March (facilitator to be present all day)

Morning surveys (0930 – 1230). Partner initiatives and mNCEA staff.

Afternoon workshops (1430 – 1700). Partner initiative leads, mNCEA and wider staff.

5 workshops running in parallel (approximate groups of 10 people). Workshops will be led by mNCEA staff agreed on before the day.

* Tuesday 4th March (facilitator to be present all day)

Morning surveys (0930 – 1230). Partner initiatives and mNCEA staff.

Afternoon conference (1430 – 1700). Partner initiative leads, mNCEA and wider staff.

**Appendix 3: Charges**

**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 |  |