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

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| 1. **Purchase Order Number** | Issued on Contract Award | |
| 1. **Customer** | Natural England  4th floor, Eastleigh House  Upper Market Street  Eastleigh  SO50 9YN | |
| 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:  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** | In Appendix 2 – Specification |
| **Services** | In Appendix 2 – Specification |
| 1. **Start Date** | *16/12/2024* | |
| 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 to upon the completion of project milestones.   |  |  |  |  | | --- | --- | --- | --- | | Milestone | Deliverable | Payment Schedule | Date of completion | | Core Requirement | | | | | 250 Pre-desk studies complete total | Complete assessment and associated reports | 1st Payment |  | | 500 Pre- desk studies complete | Complete assessment and associated reports | 2nd Payment |  | | UXO Engineer watching brief | Number of days used. | 3rd Payment | 28th March 2025 | | Optional Extension | | | | | 600 Pre-desk studies complete | Complete assessment and associated reports | Final 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  [**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** | The Contractor shall attend progress meetings with the Customer every month | |
| 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: In Appendix 2 - Specification    The Customer’s health and safety policy is: 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/Description**

The overall aim of the contract is to deliver 500 pre-desk unexploded ordinance searches. The supplier shall carry out a pre-desk study UXO searches across England Ecosystem Survey sites. The sites are located within 1 km2 squares, called monads, an example of such site is provided in Figure 1. We will require the studies for up to 500 selected sites.

A map with different locations

Description automatically generated

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

Natural England reserve the right to commission an additional 100 pre-desk studies, 600 in total, via a contract variation.

England Ecosystem Soils Sampling Surveys are ongoing, the supplier may be required to provide an unexploded ordinance engineer watching being on selected surveys sites where this has been recommended as a safety precaution. Natural England may commission up to 15 days UXO engineer watching brief time as required between the contract start date and 28th March 2025, but reserve the right to commission fewer.

The following activities will be carried out on up to six randomly placed 16 by 16 m square plots located anywhere within the sites. Since the locations of the plots may need to be adjusted at the time of the survey, we require the pre-studies for selected sites to be carried out for entire monads (reference Figure 1):

* 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 supplier is required to communicate UXO risks and recommendations concisely to support effective decision making. The supplier will be expected to provide guidance and expertise to support their recommendations and help Natural England colleagues determine need for detailed desk-based studies. The supplier will be expected to project manage the delivery of the pre-desk studies, ensuring project milestones and timescales are achieved. The supplier will be responsible for managing the project plan, risk register and reporting.

Natural England will provide the boundaries of study sites within the monads by week commencing 2nd January 2025.

Created works such as reports, images, map layers, films, audio recordings, software, code, and datasets or databases are legally protected from certain types of re-use. Where you are acquiring an existing work, or commissioning the creation of a new work which may incorporate a third party's work, you need to specify compatibility with your use, sharing and onward licensing requirements. See the guidance for more help.

**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 |  |