Add NE Logo

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

|  |  |  |
| --- | --- | --- |
| 1. **Purchase Order Number** | To Be CONFIRMED | |
| 1. **Customer** | NE acting on behalf of defra Natural England  County Hall, Spetchley Road  Worcester  WR5 2NP  United Kingdom | |
| 1. **Contractor(s)** | To be confirmed | |
| 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** | Electronic Report  The Goods are to be Delivered in accordance with the following instructions:  Delivery Address: gwen.mchale@naturalengland.org.uk  Date of Delivery: complete by 12th December 2024*]* |
| **Services** | To be performed at ***remotely according to contractor appointed***  Date(s) of Delivery: 17th September 2024 to 12th December 2024 |
| 1. **Start Date** | ***17.09.2024*** | |
| 1. **Expiry Date** | *12.02.2024* | |
| 1. **Charges** | The Charges are fixed for the duration of the Agreement. | |
| 1. **Payment** | Payments will be made to CONTRACTOR ON COMPLETION OF project capped at £10,000 inclusive of VATwhen invoice is received from supplier | |
| 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  Gwen McHale email gwen.mchale@naturalengland.org.uk  or, in their absence,  Sunita Welch Sunita.welch@naturalengland.org.uk | |
| 1. **Contractor’s Authorised Representative** | For general liaison your contact will continue to be  tbc  or, in their absence,  tbc | |
| 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** | **W/C 17th September 2024– Start up meeting between NE project officer and contractor:**  **● W/C 27th September 2024 Call for case studies and collection of these**  **● W/C 11th October Case studies collated and submitted to contractor deadline.**  **● W/C 23rd October start of case study review**  **● W/C 30th October 2024 Check in NE and Contractor**  **● W/C 24th October 2024 Check in NE and contractor**  **● W/C 28th November 2024 Report submitted**  **● W/C 12th December 2024 Meeting, wash up**  **Contract to be completed by 12th December 2024** | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | Natural England  County Hall, Spetchley Road  Worcester  WR5 2NP  Attention: Gwen McHale  Email: gwen.mchale@naturalengland.org.uk | tbc  Attention  Email: | |  | | |
| 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 security / data security requirements are:  [[https://defra.sharepoint.com/sites/def-contentcloud/ContentCloudLibrary/../../NEIntranet/SitePages/Data-protection.aspx](https://defra.sharepoint.com/sites/NEIntranet/SitePages/Data-protection.aspx)    [The Customer’s health and safety policy is:  [NE Health and Safety Team](../../Community2645/SitePages/Contacts.aspx) | |
| 1. **Special Terms** | N/A | |
| 1. **Additional Insurance** | n/a | |
| 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:  Gwen McHale  Senior Officer Inclusion | Name:  tbc |
| Date: 12/07/2024 | Date: |
| Signature: g mchale | 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**

|  |  |
| --- | --- |
|  |  |
|  |
| **Contract:** |
| **Date:** |  |
| **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 |  |