Add NE Logo

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

|  |  |
| --- | --- |
| 1. **Purchase Order Number**
 | Will be issued by customer after award has been granted |
| 1. **Customer**
 | Natural EnglandFoss House, Kings Pool, 1-2 Peasholme GreenYorkYO1 7PXUnited Kingdom |
| 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:**[x]  |
| **Goods** | *Description: as set out in Appendix 2 – Specification*  |
| **Services** | *Description: as set out in Appendix 2 – Specification* |
| 1. **Start Date**
 | *23/09/2024* |
| 1. **Expiry Date**
 | *16/12/2024* |
| 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 via purchase order in accordance to the following payment schedule:

| Milestone | Deliverable | Payment Schedule | Date of completion |
| --- | --- | --- | --- |
| Contract Start |  |  |  |
| First 11 detailed desk studies and risk assessments complete | Complete assessments and associated reports  | 1st payment  |  |
| 22 detailed desk studies and risk assessment complete in total  | Complete assessments and associated reports  | 2nd payment |  |
| 33 detailed desk studies and risk assessment complete in total | Complete assessments and associated reports  | 3rd payment |  |

 |
| 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 Sonja Schmidt (Senior Specialist – Soils)Email: sonja.schmidt@naturalengland.org.ukMobile: +44 7 717 272 009or, in their absence, Jakub OlewskiEmail: Jakub.olewski@naturalengland.org.ukMobile: +447901235156 |
| 1. **Contractor’s Authorised Representative**
 | For general liaison your contact will continue to be or, in their absence,  |
| 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 3 weeks
 |
| 1. **Address for notices**
 |

|  |  |
| --- | --- |
| **Customer:** | **Contractor:** |
| Natural EnglandFoss House, Kings Pool, 1-2 Peasholme GreenYorkYO1 7PXUnited KingdomAttention: Sonja Schmidt – Senior SpecialistEmail: sonja.schmidt@naturalengland.org.uk | [**insert *nameand 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 set out in Appendix 2. The Customer’s equality and diversity policy/requirements and instructions related to equality Law and environmental policy are as set out in Appendix 2. The Customers health and safety policy is set out in Appendix 2.  |

 |
| 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:**[x]  |

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

**NCEA: Unexploded Ordnance Studies for England Ecosystem Survey Monads**

**Requirement**

The overall aim of the contract is to:

Carry out detailed UXO desk studies and risk assessments on selected sites.

The contractor shall carry out 33 detailed UXO desk studies and risk assessments for England Ecosystem Survey monads (a 1km² square).

The detailed studies shall:

Assess and, if applicable, report, the UXO hazard level on site;

Detail key findings of military activities within or affecting the site;

Assess the UXO hazard level on site;

Include the UXO hazard zone plan (in the report and provided as a GIS data file) and;

Assess risk and provide a risk mitigation plan for the soil surveys.

The risk is to be assessed for the following activities which will be carried out on up to six randomly placed 16x16m 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 detailed studies for selected sites to be carried out for entire monads. For the risk assessment, the activities carried out within the plots are as follows:

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 6cm; the cores will be driven to a depth 0.50m using manual slide (drop) hammers.

Manual soil coring using an Edelman type (Dutch or open-faced) auger, to a maximum depth of 1.20m.

Peat depth probing using a fiberglass or other material push probe (c. 5mm diameter), by hand, down to a depth of hard substrate.

The contractor is required to communicate UXO risks and recommendations concisely that supports effective decision making. The contractor 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 contractor will be expected to project manage the delivery of the detailed desk studies, ensuring project milestones and timescales are achieved.

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 at: [Intellectual Property Rights Guidance Note (HTML) - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/the-digital-data-and-technology-playbook/intellectual-property-rights-guidance-note-html) 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 Contractor to share this commitment and adopt a sound, proactive sustainable approach in keeping with the 25-year 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 contractor 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 contractor will need to approach the project with a focus on the entire life cycle of the project.

**Outputs and Contract Management**

| Milestone | Deliverable | Payment Schedule | Date of completion |
| --- | --- | --- | --- |
| Contract Start |  |  |  |
| First 11 detailed desk studies and risk assessments complete | Complete assessments and associated reports  | 1st payment  | 21/10/2024 |
| 11 additional detailed desk studies and risk assessments complete | Complete assessments and associated reports  | 2nd payment | 18/11/2024 |
| 11 additional detailed desk studies and risk assessments complete | Complete assessments and associated reports  | 3rd payment | 16/12/2024 |

The contractor will be expected to project manage the delivery detailed desk studies, ensuring project milestones and timescales are achieved.

- 1st week of contract start - Start up meeting between project officer and supplier

- Video conference call after 3 weeks of contract start

- 11 detailed UXO studies and risk assessments delivered every four weeks.

- Contract to be completed after 12 weeks of contract start date

**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 |  |