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

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| 1. **Purchase Order Number** | To be confirmed | |
| 1. **Customer** | Rebecca Smith, Natural England, Ground Floor, Sterling House, Dix's Field, Exeter, EX1 1QA | |
| 1. **Contractor(s)** | [**Insert** *Contractor’s name, registered address (if registered), and registration number (if registered),use Companies House* [*website*](https://find-and-update.company-information.service.gov.uk/) *to obtain or validate details of incorporated entities)]* | |
| 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** | N/A |
| **Services** | Description: as set out in Appendix 2 – Specification / Description  To be performed remotely.  Date(s) of Delivery: *08 July 2024 to 31 January 2025.* |
| 1. **Start Date** | *08 July 2024* | |
| 1. **Expiry Date** | *31 January 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 ***[Insert payment method(s) and necessary details]***  Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice.  The invoice must include the following reference: LIFE Recreation ReMEDIES (LIFE18 NAT/UK/000039), and a clear description of the service provided. | |
| 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  Rebecca Smith, Natural England, Ground Floor, Sterling House, Dix's Field, Exeter, EX1 1QA  rebecca.l.smith@naturalengland.org.uk  or, in their absence,  [**Insert *secondary name and contact details***]. | |
| 1. **Contractor’s Authorised Representative** | For general liaison your contact will continue to be  Rebecca Smith, Natural England, Ground Floor, Sterling House, Dix's Field, Exeter, EX1 1QA  rebecca.l.smith@naturalengland.org.uk  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.    ***Option- Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.*** | |
| 1. **Progress Meetings and Progress Reports** | Throughout the duration of the contract there will be regular Teams calls or emails, particularly once the project financial statements are submitted to the auditor, to discuss progress and/or any issues. The nature and frequency of this correspondence will be discussed further at the inception meeting. | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | Rebecca Smith,  Natural England,  Ground Floor,  Sterling House,  Dix's Field,  Exeter,  EX1 1QA  Attention: Miss  Email: Rebecca.l.smith@naturalengland.org.uk | [**insert *name and address of Contractor*]**  Attention: **[insert *title***]  Email: [**insert *email address***] | | ***[Guidance note: See clause 20 of the terms and conditions for further details]*** | | |
| 1. **Key Personnel of the Contractor** | |  |  |  | | --- | --- | --- | | **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** | |  |  |  | | ***[Guidance note: List names of any Contractor Key Personnel required to deliver the Agreement, and their contact details – see clause 6 of the terms and conditions for further details]*** | | | |  |  |  | | |
| 1. **Procedures and Policies** | For the purposes of the Agreement:  The Customer’s security / data security requirements are outlined in Section 2 of the Request for Quotation. Given personal data will be shared as part of the contract a Data Sharing Agreement will be entered into once the contract is awarded. | |
| 1. **Special Terms** | Special Term 1 – ***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:** | |

***[Guidance note: Please note that typically the Contractor should sign first and return the copy to the Customer to sign]***

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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**

[***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**

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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 |  |