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

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| 1. **Purchase Order Number** | TBC | |
| 1. **Customer** | Natural England  Mailhub – Worcester County Hall  Spetchley Road, Worcester  WR5 2NP | |
| 1. **Contractor(s)** | TBC | |
| 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** | None. |
| **Services** | Description: in Appendix 2 – Specification / Description  To be performed by Contractor in field and contractor’s premises.  Date(s) of Delivery: ***28/03/2025*** |
| 1. **Start Date** | *25/11/2024* | |
| 1. **Expiry Date** | *28/03/2025* | |
| 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  Alex Baker  Marine Senior Officer – Natural England West Anglia Delivery Team  Alex.Baker@naturalengland.org.uk  or, in their absence,  Jonny Burt  Marine Higher Officer – Natural England West Anglia Delivery Team  Jonny.Burt@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** | |  |  |  | | --- | --- | --- | | Progress Meeting/Report | Responsible Party | Date of completion | | Project inception meeting/ teleconference between contractor/sub-contractor and Natural England | Natural England, Contractor | W/C 16th September 2024 | | Contractor agrees survey methodology and timetable with Natural England | Contractor | By mid-November 2024 | | Contractor submits brief survey completion report following first low tide count (task 3) | Contractor | End of November 2024 | | Contractor submits brief survey completion report following second low tide count (task 3) | Contractor | End of November 2024 | | Teleconference between Natural England and contractor to discuss progress and any issues arising | Natural England, Contractor | End of November 2024 | | Contractor submits brief survey completion report following third low tide count (task 3) | Contractor | End of December 2024 | | Contractor submits brief survey completion report following biotope mapping survey (task 1) | Contractor | End of January 2025 | | Contractor submits brief survey completion report following fourth low tide count (task 3) | Contractor | End of January 2025 | | Teleconference between Natural England and contractor to discuss progress with analyses and any issues arising | Natural England and Contractor | End of January 2025 | | Contractor submits draft final technical report to NE | Contractor | 14th March 2025 | | Natural England/BTO provide feedback on draft final technical report | Natural England and BTO | 21st March 2025 | | Teleconference between Natural England and contractor to discuss feedback on draft final technical report | Natural England and contractor | 21st March 2025 | | Contractor submits final technical report addressing Natural England comments on draft report to satisfaction on NE project officer | Contractor | 28th March 2025 | | Submission of ArcGIS layers, other associated datasets and metadata to agreed standards. | Contractor | 28th March 2025 | | Wash-up meeting | Natural England, BTO and Contractor | 28th March 2025 | | Contract to be completed | Natural England and Contractor | 28th March 2025 | | |
| 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 | |
| 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:** | |

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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**

**Appendix 3: Charges**

**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 |  |