Add NE Logo

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

|  |  |  |
| --- | --- | --- |
| 1. **Purchase Order Number** | [**Insert** Customer's purchase order number | |
| 1. **Customer** | Natural England  Foss House, Kings Pool, 1-2 Peasholme Green  York  YO1 7PX  United 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:** |
| **Goods** | Description: as set out in Appendix 2 – Specification |
| **Services** | Description: as set out in Appendix 2 – Specification |
| 1. **Start Date** | *9th September 2024* | |
| 1. **Expiry Date** | ***31st March*** *2024* | |
| 1. **Charges** | The Charges for the Goods and/or Services shall be as set out Appendix 3 – Charges The Charges are fixed for the duration of the Agreement. | |
| 1. **Payment** | Payments will be made via purchase order in accordance with the following payment schedule:   |  |  |  | | --- | --- | --- | | Milestone | Payment | Date | | 200 Survey points collected | 1st Payment |  | | 400 survey points collected | 2nd Payment |  | | 600 Survey points collected | 3rd Payment |  | | 800 Survey points collected | 4th Payment |  | | 1000 Survey points collected | 5th Payment |  | | 1200 Survey points collected | 6th Payment |  | | 1400 Survey points collected | 7th Payment |  | | Technical Report Delivered | Final 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  [**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 [ 2 weeks  ] * The Contractor shall provide the Customer with progress reports at mid-point and upon completion of the contract. | |
| 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 security / data security requirements are: as set out in Appendix 2 – Specification  The Customer’s additional sustainability requirements are: as set out in Appendix 2 – Specification  The Customer’s health and safety policy is: as set out 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:** | |

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

**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 | Natural England is Controller and the Supplier is Processor |
| Subject matter of the processing | The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:   * Landowner / tenant Name * Landowner / tenant address * Landowner / tenant Postcode * Landowner / tenant email address * Landowner / tenant telephone and mobile number * Ownership of, or nature of authority as an interested part to, specific landholding(s).   For the purposes of seeking permission from landowners for Natural England surveyors or Natural England Contractors to conduct England Ecosystem Survey data collection on their land. |
| Duration of the processing | From contract inceptions to contract expiry. |
| Nature and purposes of the processing | In order to conduct field surveys the following projects Living England project must obtain permission from landowners for surveyors to enter land holdings.  Data is collected from the Land Registry and Rural Land Register by Natural England and provided to the contractor.  The data will be stored on an MS excel database.  The contractor may ‘clean’ the data set, for example, removing duplicates, and updating inaccurate / out of data contact details.  The data will be used to contact landowners and interested parties asking for permission to access their land to carry out NCEA field surveys, asking them to update their contact details if necessary or provide alternative contacts if the correct individuals haven't been contacted, request phone numbers and/or email addresses to make future contact easier.  Log all correspondence between Natural England and landowners.  Regular downloads and transfers of data will be required as access permissions are obtained. The frequency will be agreed between the contractor and Natural England.  All data will be returned to Natural England in a format compatible with Excel databased during the contract close phase. |
| Type of Personal Data | * Landowner / tenant Name * Landowner / tenant address * Landowner / tenant Postcode * Landowner / tenant email address * Landowner / tenant telephone and mobile number * Ownership of, or nature of authority as an interested part to, specific landholding(s). |
| Categories of Data Subject | Landowners  Tenants |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data | All landowner permission forms will be returned to Natural England via Quatrix. All permissions evidence must be recorded in the forms provided by Natural England.  Once the data has been returned, the supplier will permanently destroy all copies of personal data relating to the contracting requirement. |
| 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 | All personal data must be stored in a controlled access secure location in the UK. |