Add NE Logo

***Guidance note: Several parts of this Order are highlighted with guidance and options as follows:***

1. ***(Blue) Internal guidance note that must be deleted before circulating.***
2. ***(Yellow) Optional provision to be deleted if not required or amended to reflect the circumstances.***
3. *This Order and the accompanying Terms and Conditions are to be used for medium value (£10-50K) contracts for relatively simple purchases of goods and/or services.*
4. *Except as permitted in this Order the Terms and Conditions are not intended to be varied or negotiated in any way.*
5. *For complex goods/services or long term service arrangements, please use one of the other Standard Template documents as appropriate. The Decision Tree document found at [link] will help you determine the appropriate Standard Template document to use.*
6. *Section 21 of this Order contains guidance and options to select in respect of applicable data sharing/processing provisions depending on the level of sharing or processing of personal data you anticipate the supplier will be carrying out.*

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

|  |  |  |
| --- | --- | --- |
| 1. **Purchase Order Number** | To Be confirmed | |
| 1. **Customer** | NATURAL ENGLAND of 4th Floor, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7P | |
| 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.  ***[Guidance note: Please do not attach any Contractor terms and conditions to this Order. Please speak to GLD or your relevant legal team if the Contractor is seeking to incorporate its own terms such as for software licenses as this may not be a suitable template contract in those circumstances.***  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** | Found in section 2 of RFQ  To be performed at: ***see section 2 of RFQ***  Date(s) of Delivery: *see section 2 of RFQ*  *To be performed on: see section 2 of RFQ* |
| 1. **Start Date** | *[****Insert*** *Day Month Year]* | |
| 1. **Expiry Date** | *[****Insert*** *Day Month Year]* ***[Guidance note: Please note that in respect of Services at paragraph 2.3 of Annex 2 of the terms and conditions, that the Customer has the option to extend the Agreement by a further period of up to 6 months]*** | |
| 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 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.*** | |
| 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.  ***Default 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** | * The Contractor shall attend progress meetings with the Customer as per the RFQ * The Contractor shall provide the Customer with progress reports as per the RFQ | |
| 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***] | | ***[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 Staff Vetting Procedures are: [Standard goods and services terms and conditions (£10,000 to £50,000) - GOV.UK](https://www.gov.uk/government/publications/natural-england-terms-and-conditions-for-goods-and-services/8f6ae1d5-b70d-44cf-9ec6-ec766dfc27b0) [The Customer’s security / data security requirements are: [Standard goods and services terms and conditions (£10,000 to £50,000) - GOV.UK](https://www.gov.uk/government/publications/natural-england-terms-and-conditions-for-goods-and-services/8f6ae1d5-b70d-44cf-9ec6-ec766dfc27b0)  [The Customer’s additional sustainability requirements are: [Standard goods and services terms and conditions (£10,000 to £50,000) - GOV.UK](https://www.gov.uk/government/publications/natural-england-terms-and-conditions-for-goods-and-services/8f6ae1d5-b70d-44cf-9ec6-ec766dfc27b0)  [The Customer’s equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy [Standard goods and services terms and conditions (£10,000 to £50,000) - GOV.UK](https://www.gov.uk/government/publications/natural-england-terms-and-conditions-for-goods-and-services/8f6ae1d5-b70d-44cf-9ec6-ec766dfc27b0)  [The Customer’s health and safety policy is: [Standard goods and services terms and conditions (£10,000 to £50,000) - GOV.UK](https://www.gov.uk/government/publications/natural-england-terms-and-conditions-for-goods-and-services/8f6ae1d5-b70d-44cf-9ec6-ec766dfc27b0) | |
| 1. **Special Terms** | Special Term 1 - ***time being of the essence for delivery*** | |
| 1. **Additional Insurance** | [***Guidance note: Customer to include any additional express insurance requirements. Default of the Agreement is only for insurance to be in place in line with industry best practice***] | |
| 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:**  The supplier is expected to complete a data sharing form which will confirm what data is to be shared, how it is to be used and the retention/destruction timescales. This form will need to be signed by the supplier and NE prior to contract award.  Auditors can expect to have access to sensitive personal data, and it should be used for the specific purpose of carrying out the audit.  The following actions must be followed along with meeting the General Data Protection Regulations 2018 above:   * Personnel data should only be accessed by named individuals who will be assisting in the audit. * Only employees who are required to assist in meeting the obligations under this agreement should have access to any passwords to access the data. * All data must be safely and securely stored whilst under this agreement. * Data should not be kept for longer than necessary. Auditors should remove/destroy any data (including passwords) once the audit processing is complete and upon completion of the contract and agreed services unless the grant and associated regulations say otherwise. * You /your organisation will not transfer the personal data used for this contract to another country that is NOT deemed adequate for data protection purposes, e.g. outside the UK or EU/EEA. * Data should not be stored on cloud-based software unless it meets UK GDPR requirements.   When submitting your tender response please provide a copy of your data protection policy and privacy notices. | |

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

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

[***Guidance note: Include a clear breakdown of the charges in as much detail as necessary***]

**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 |  |