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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 | |
| 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** | **Services Only:** |
| **Services** | Three day online training for our marine mammal and fish specialists, as well as other caseworkers in the Offshore Wind Network, with training focused on modelling and interpreting underwater noise technical reports, giving thorough upskilling on the technical aspects, including metrics and modelling. Topics to include:   * Underwater Acoustics, metrics and units * Decibels and log scales * Propagation * Biological and anthropogenic Sound Sources * Hearing responses of marine mammals, fish and turtles * Underwater noise thresholds and frequency weightings * Sound field Modelling * Methods of Assessment of Impacts and EIA * Noise Measurements * Vessel radiated noise * Marine Seismic Assessment * Mitigation (including Noise Abatement) * Reviewing noise modelling reports – key things to look out for   To be delivered as online training  Date(s) of Delivery: *February 2025* |
| 1. **Start Date** | *1st February 2025* | |
| 1. **Expiry Date** | *31st March 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 to ***[Insert payment method(s) and necessary details]*** | |
| 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  Sally Hawkins-Brown [sally.hawkins-brown@naturalengland.org.uk](mailto:sally.hawkins-brown@naturalengland.org.uk)  or, in their absence,  Connor Dolan [connor.dolan@naturalengland.org.uk](mailto:connor.dolan@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** | Not applicable | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | Sally Hawkins-Brown  Horizon House  Bristol BS5 5AH  Email:  [sally.hawkins-brown@naturalengland.org.uk](mailto:sally.hawkins-brown@naturalengland.org.uk) | [**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: ***[add/amend/delete as necessary]*** [The Customer’s Staff Vetting Procedures are: [**Insert *details/contained in [*Insert *link to relevant policy****].* *[****Example 1:*** *The Customer requires the Contractor to ensure that any person employed in the Delivery of the Goods and/or Services has undertaken a disclosure and barring service check.]**[****Example 2:*** *Details of what the Customer considers to be a Relevant Conviction for the purposes of clause 6.4 of the terms and conditions].* [The Customer’s security / data security requirements are: [**Insert *details/contained in [*Insert *link to relevant policy***].  [The Customer’s additional sustainability requirements are: [**Insert *details/contained in [*Insert *link to relevant policy***].  [The Customer’s equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy [is/are] [**Insert *details/contained in [*Insert *link to relevant policy***].  [The Customer’s health and safety policy is: [**Insert *details/contained in [*Insert *link to relevant policy***]. | |
| 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:** | |

|  |  |
| --- | --- |
| 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 |  |