Add NE Logo

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

|  |  |
| --- | --- |
| 1. **Purchase Order Number**
 | *to be confirmed* |
| 1. **Customer**
 | [**Insert** Customer’s name and address] ***[Guidance Note: If the Customer is Defra, include the words “acting as part of the Crown”, i.e. “The Secretary of State for Environment, Food and Rural Affairs, acting as part of the Crown”***] |
| 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:[**Insert** Defra Group members who are to be receive the benefit under the Agreement or N/A] ***Guidance Note: This section is to make clear which Defra Group Members the Goods/Services are for the benefit of (if any) for the purposes of Annex 3 of the terms and conditions***] |
| 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:**[x] **Good and Services:**[ ]  |
| **Goods** | None. |
| **Services** | Description: as set out in Appendix 2: Specification/DescriptionTo be performed at ***[to be confirmed]***Date(s) of Delivery: 30 April 2024 |
| 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]***[***Guidance note: To avoid confusion, you may wish to add the following to ensure that the supplier is clear on how payments will be made unless alternative arrangements have already been agreed] “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. |
| 1. **Progress Meetings and Progress Reports**
 | *[****Insert***Not applicable*[****Or******insert**** The Contractor shall attend progress meetings with the Customer every [   ]
* The Contractor shall provide the Customer with progress reports every [   ]]

***[Guidance note: See clause 9 of the terms and conditions for further details]*** |
| 1. **Address for notices**
 |

|  |  |
| --- | --- |
| **Customer:** | **Contractor:** |
| [**insert *nameand address of Customer***]Attention: [**insert *title***]Email: [**insert *email address***] | [**insert *nameand 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: ***[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**
 | Special Term 1 - ***[Insert terms to revise or supplement the terms and conditions, or enter ‘N/A’ and delete the extra rows below for example but not exhaustive:**** ***longer extension period;***
* ***time being of the essence for delivery]***

***[Guidance note: Always seek legal advice when including special terms which revise or supplement the standard terms and conditions.]*** |
| 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:**[x]  |

 ***[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**

Encouraging and supporting long-term, collaborative partnerships is fundamental to the success of future Protected Site Strategies. PSS are likely to be especially valuable where there are complex issues affecting the condition of protected sites and, where the solutions involve multiple stakeholders with vested and conflicting interests. Identifying the most effective approach to local governance will be key to successful delivery of PSS over the next decade and beyond.

The efficacy of governance structures is fundamental to the sustainable management of estuary environments yet, achieving it is a complex endeavour that requires balancing internal and cross stakeholder dynamics (van Bets *et al*., 2020). The advantages of joint governance arrangements within the Humber region have been recently acknowledged in the Devolution Deals (subject to ratification) (DLUHC, 2023). As a key stakeholder themselves, Natural England has a strong interest in investigating how collaborative stakeholder relationships can be improved in the Humber. This piece of research is part of a case study designed to explore existing, and propose alternative, governance structures in the Humber region.

**Specific objectives / deliverables**

The Humber PSS Pilot Coordinator and the Social Science team are seeking a contractor that will examine and map existing structures that govern land use on and around the estuary and explore their impacts on managing development and nature, especially in relation to functionally linked land.

The geographical extent of the case study is coarsely defined by a 10 km buffer zone around the protected sites on the estuary.

**Methodology**

The research is expected to deliver on the following objectives:

1. **Review existing institutional and governance structures** for relevant local authorities, nature conservation organisations and statutory bodies, and development agencies operating within the wider Humber area and, explore and illustrate the relationships (positive or negative) between these stakeholders
2. **Explore and analyse the diverse views and objectives** of development and environmental conservation that impact (positively or negatively) on sustainable management of protected areas and their functionally link land across the Estuary.

Insights from this research are expected to inform further research and the design of deliberative and innovative participatory processes that would allow stakeholders to interact, share evidence, and debate alternative governance structures that would engender cross-estuary land-use management decisions at the long-term.

**The key research questions** we seek to answer with this piece of work are: What governance structures operate in a Humber-Wide area, and how have they been modified (or not) in recent years? Were there any past (or new) attempts to create a Humber-wide approach to governance? What kind of motivations and challenges were behind such attempts? How do governance structures impact the development and environmental objectives in the Humber Estuary? How are such structures expected to influence development and environmental goals in the future?

To answer these research questions and deliver its objectives the project is structured in four parts.

**Part I – desk top study and stakeholder scoping**. Reviewing, collating and analysing published (paper or electronic) resources on interrelationships between stakeholder participation, governance structure and environmental outcomes. This review will include peer review and grey literature and especially studies on the local area and will inform stakeholder scoping. Respond to Objective 1.

**Part II – mapping of stakeholder and governance structures.** Based on the findings of part I this exercise will illustrate relationships and interdependencies between stakeholders, governance structures and challenges for delivering environmental outcomes and sustainable development. Respond to Objective 1.

**Part III – exploring current objectives** for development and nature conservation in the Humber. Contact a number of interviews (online, telephone or face-to-face) with a representative sample of informants of a wide variety of stakeholders to record internal structures and hierarchies of each organisation. Respond to Objective 2.

**Part IV – Analysis and write up.** Data collected during Parts I-III, will be analysed to evaluate challenges and opportunities for further engagement. An output will outline the processes, reflect and synthesise findings from the desktop study, stakeholders mapping and interviews.  Respond to Objectives 1 & 2.

**Expected outputs (deliverables)**

1. A short report presenting stakeholder mapping with visualisation linking stakeholders, governance structures and nature conservation pressures.
2. A final report outlining baseline information, findings, and reflections about:
3. Relevant literature on stakeholders, governance structures and environmental outcomes;
4. Existing governance structures and decision-making strategies on the Humber Estuary;
5. Stakeholder mapping and links to governance structures;
6. Stakeholder priorities and objectives regarding land use.

**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 |  |