Add NE Logo

**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)**
 |  |
| 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:**[x] **Good and Services:**[ ]  |
| **Goods** | None |
| **Services** | Ocean Literacy Survey in Sussex Bay |
| 1. **Start Date**
 | 28-10-24 |
| 1. **Expiry Date**
 | 28-02-25 |
| 1. **Charges**
 | The Charges for the Goods and/or Services shall be as set out in Appendix 3 – Charges.  |
| 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 Davinia Overton (davinia.overton@naturalengand.org.uk) or, in their absence, Tara Hooper (tara.hooper@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.***Option A: Customer owns all New IPR with non-exclusive Contractor rights to all New IPR including for the purpose of exploitation of such New IPR.*** ***Default Option- Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.******Option C: Contractor ownership of all New IPR with Customer rights for the current contract and broader public sector functions.*** |
| 1. **Progress Meetings and Progress Reports**
 | The Contractor shall attend progress meetings with the Customer every two weeks. |
| 1. **Address for notices**
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| --- | --- |
| **Customer:** | **Contractor:** |
| Davinia OvertonNatural EnglandGuildbourne HouseChatsworth RoadWorthingBN11 1LDAttention: Ms Davinia OvertonEmail: Davinia.overton@naturalengland.org.uk | [**insert *nameand address of Contractor*]**Attention: **[insert *title***]Email: [**insert *email address***] |
|  |

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| 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]***  |
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| 1. **Procedures and Policies**
 | N/A  |
| 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:**[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**

[***Guidance note: Tender specification and Contractor’s tender response to be included here (if applicable)***]

**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 |  |