

RM6168: Estate Management Services Order Form Template

Order Form Template

This Order Form is for direct awards for the provision of the Deliverables which form part Framework Contract RM6168:

Part 1: Buyer and Supplier to complete

| Buyer Name | Natural England |
|------------------------------------|--|
| Buyer Contact | |
| | |
| Buyer Address | Head Office: Natural England 4th Floor, Foss House Kings Pool 1-2 Peasholme Green York YO1 7PX |
| Invoice Address (if different) | United Kingdom The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to: |
| | APinvoices-NEG-U@gov.sscl.com Alternatively, you may post to: |
| | Shared Services Connected Ltd DEF Procure to Pay PO Box 790 Newport Gwent NP10 8FZ |
| Buyer's Authorised Representative | |
| Buyer's Data Protection Officer | Department for Environment, Food and Rural Affairs, SW Quarter, 2nd floor Seacole Block, 2 Marsham Street, London SW1P 4DF <u>DefraGroupDataProtectionOfficer@defra.gov.uk</u> |
| Buyer's Environmental Policy | Available online at: Natural England action plan 2022 to 2023 - GOV.UK (www.gov.uk) |

| Buyer's Security Policy | PDF |
|----------------------------|--------------------------------------|
| , | Defra Group Security Policy v8.0.pdf |

| Supplier Name | Carter Jonas |
|------------------------------------|--|
| Supplier Contact | |
| Supplier Address | One Station Square, Cambridge, CB1 2GA |
| Registration Number: | OC304417 |
| DUNS Number | 734664464 |
| SID4GOV ID | |
| Payment Method | |
| Supplier's | |
| Authorised | |
| Representative | |
| Supplier's Contract | |
| Manager | |
| Supplier's Data Protection Officer | |
| Security | |
| Representative of | |
| the Supplier | |
| Commercially | Pricing schedule and submitted tender document |
| Sensitive | |
| Information | |

| Framework Ref | RM6168 Estate Management Services |
|----------------------------|---|
| Call-Off Lot | Lot 1 Total Estate Management |
| Estate Management Services | |
| Call-Off (Order) Ref | Contract Number: C17257 |
| | Customer User Number: EMS-24723-2023 |
| Call-Off (Order) | 9 th May 2023 |
| Date | |
| Call-Off Charges | The Supplier shall, in respect of each Month of the Year (the |
| | "Invoice Period"), on or before the tenth (10th) day of the |
| | Month following the end of that Invoice Period, provide the |
| | Buyer with a draft invoice (with appropriate supporting |

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| | information in a form satisfactory to the Buyer) for agreement in advance of issuing an invoice to the Buyer's Invoice Address. |
|----------------------------|---|
| | Charges are to be based on pricing information in Call-Off Schedule 5. |
| Call-Off Start Date | 9 th May 2023 |
| Call-Off Expiry Date | The day falling 36 months after the Call-Off Start Date. |
| Extension Period | None |
| Maximum Liability | The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms. The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £83,000. |
| Progress Report Frequency | Monthly |
| Progress Meeting Frequency | Monthly |
| | A review meeting is to be held 6 months after the contract award date to review the service and associated processes. |

CALL-OFF INCORPORATED TERMS

The documents listed in Part 2 of the Order Form under the heading "Call-Off Incorporated Terms" are incorporated into this Call-Off Contract and the order of precedence listed. Where numbers are missing those schedules are not incorporated into the Call-Off Contract.

No other Supplier terms are part of the Call-Off Contract. This includes any terms that have either been written on the back of, or added to, this Order Form, or presented to the Buyer at the time of Delivery.

DELIVERABLES

| The Requirement |
|---|
| See Call-Off Schedule 20 (Specification). |
| |
| |

PERFORMANCE OF THE DELIVERABLES

| Key Staff | |
|--------------------|--|
| | |
| | |
| Key Subcontractors | |
| N/A | |
| 14/11 | |

CALL-OFF SPECIAL TERMS

| Call-Off Special Terms |
|------------------------|
| None |

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For and on behalf of the Buyer

Authority_Signature

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Part 2 - Other Applicable Terms

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1. This Order Form including the Call-Off Special Terms.
- 2. Joint Schedule 1 (Definitions and Interpretation) RM6168
- 3. The following Schedules in equal order of precedence:

Joint Schedules for RM6168

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules for RM6168

- Order Form- Template-Short-Form
- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)]
- Call-Off Schedule 9 (Security) Part A
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms (version 3.0.10)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6168

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

REIMBURSABLE EXPENSES

None

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

SOCIAL VALUE COMMITMENT

| Health and wellbeing in the workplace commitments: | |
|--|--|
| | |
| Detail: | |
| Resources and support available: | |
| Employee Assistance Programme: | |
| | |
| | |
| Financial Support | |
| | |
| | |
| Agile and flexible working | |
| | |

Learning and development

1. Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1.1.1 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.1.1.2 Any such further instructions shall be incorporated into this Annex.

| Description | Details |
|---|--|
| Identity of Controller for each Category of Personal Data | The Relevant Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 of Joint Schedule 11 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data: |
| | Information related to the performance of Land Agency Support services for the Nutrient Mitigation Scheme. |
| Duration of the Processing | The Framework Contract Period and thereafter, until expiry or termination of the last Call-Off Contract under the Framework, including the period until all transactions relating to Call-Off Contracts have permanently ceased |
| Nature and purposes of the Processing | The personal data will be used for the purposes communication with landowners for the nutrient mitigation scheme, including but not limited to negotiating options agreements with the landowners, liaison with legal throughout each deal and contract management with the landowners. |
| | To facilitate the procurement of Goods and Services from the Framework Contract by public sector organisations and enable CCS to provide ongoing support and a point of escalation for Buyers in the day to day management of their individual Call-Off Contracts. |

| | Day to day management and performance of obligations under the Framework Contract, including exit management and other associated activities. |
|--|---|
| Type of Personal Data | Details of the landowners: name, address, telephone number. Personal details of each Party's Personnel engaged in the performance of obligations and day to day management of the Framework Contract: Full name Job title Organisation name Business/workplace address Business/workplace email address Business/workplace telephone/mobile number(s) Supplier Personnel date of birth (when required for security purposes when Supplier Personnel visit CCS premises) Supplier Dun & Bradstreet Data Universal Numbering System (DUNS number) Registered company details including registered company name, address and company registration number (CRN) Bank account details for activities related to the Management Charge Management Information |
| Categories of Data Subject | Landowners. Personnel data of the Parties involved in the performance of obligations and day to day management of the Contract. |
| Plan for return and destruction of the | Data to be retained for the duration of the Call-Off Contract, and returned or destroyed upon expiry of the Call-Off Contract. |
| data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data | Data will be retained for seven (7) years after the duration of the processing outlined above and in accordance with the CCS Privacy Notice. |
| | In accordance with the Core Terms, all CCS data and any copies held by the Supplier must be securely erased once the Processing is complete, unless the Supplier is required by law to retain it. |
| | In accordance with the Core Terms, all Storage Media that has held CCS data must be securely destroyed at the end of life of the media. All destruction of media must be in line with good industry practice. |