Add NE Logo

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

|  |  |
| --- | --- |
| 1. **Purchase Order Number**
 | [**Insert** Customer's purchase order number] - TBC |
| 1. **Customer**
 | Natural EnglandFoss House, Kings Pool, 1-2 Peasholme GreenYorkYO1 7PXUnited Kingdom |
| 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**  | **Goods Only:**[ ] **Services Only:**[x] **Good and Services:**[ ]  |
| **Goods** | None.  |
| **Services** | Please see Appendix 2 – Specification/Description |
| 1. **Start Date**
 | ***November 2024.*** |
| 1. **Expiry Date**
 | ***March 2025.***  |
| 1. **Charges**
 | The Charges for the Goods and/or Services shall be as set out in [Appendix 3 – Charges]. The Charges are fixed for the duration of the Agreement.  |
| 1. **Payment**
 | Payments will be made in GBP 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 Penelope Pomroy (protectedsites.contracts@naturalengland.org.uk). or, in their absence another member of the SSSI Monitoring and Evaluation Team will respond.  |
| 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**
 | An initial inception meeting will be arranged on contract start up. The contractor will then be expected to report regularly to NE, providing a clear understanding of progress.  |
| 1. **Address for notices**
 |

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| --- | --- |
| **Customer:** | **Contractor:** |
| Natural EnglandSeacole Building2 Marsham StreetWestminster, LondonSW1P 4DPAttention: Penelope PomroyEmail: protectedsites.contracts@naturalengland.org.uk | [**insert *name******and address of Contractor*]**Attention: **[insert *title***]Email: [**insert *email address***] |
|  |

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| 1. **Key Personnel of the Contractor**
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|  |  |  |
| --- | --- | --- |
| **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** |
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| 1. **Procedures and Policies**
 | For the purposes of the Agreement:[The Customer’s Staff Vetting Procedures are: The Tenderer must demonstrate their commitment and ability to manage sensitive tenure information according to GDPR guidelines and in line with Natural England’s policies and best practice. Describe your track record in this area, detail your existing policies, systems and processes with regard to data privacy and security and explain how these would be implemented in the delivery of this contract. Tenderers should demonstrate that all staff likely to be involved in this contract already have, or would receive, training in GDPR and its implications for dealing with sensitive tenure information in a public-facing environment using both written (emails and letters) and verbal (telephone calls) communication.The Customer’s security / data security requirements are: Compliance with General Data Protection Regulations (2018). The Customer’s additional sustainability requirements are: Suppliers are expected to have an understanding of the Sustainable Development Goals, the interconnections between them and the relevance to the goods, services and works procured on the Client’s behalf.The Customer’s equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy is: The Client is striving to create a diverse and inclusive working environment where every individual has equality of opportunity to progress and to apply their unique insights to making the UK a great place for living. The Service Provider is expected to respect this commitment in all dealings with Natural England staff and service users. |
| 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:**[x] **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**

**Sites of Special Scientific Interest (SSSI)**

One of Natural England’s statutory functions is to designate and maintain the condition of protected sites in England. A Site of Special Scientific Interest (SSSI) is a type of formal protected site designation made based on the presence of specific habitats or species, or sometimes geological or physiological features, which are of particular interest to science.

There are over 4,100 SSSIs in England, representing the entire range of habitat and geology types found in the country. They vary in size from a single barn building to the entire Humber Estuary. Most of the land designated as a SSSI is either privately owned or managed as part of a tenanted farm or estate. The remaining area is owned by conservation organisations, local authorities, government agencies and public utilities.

SSSIs are an important part of the government’s strategy for the natural world: ‘A Green Future – Our 25 Year Plan to Improve the Environment’. This sets out an ambition to restore 75% of our one million hectares of terrestrial and freshwater protected sites to favourable condition.

**The SSSI Monitoring & Evaluation (SME) Programme and Monitoring Targets**

Monitoring and evaluation of SSSIs is an important aspect of Natural England's overall monitoring programme, providing robust evidence that supports delivery of our statutory functions for designated sites. We use this evidence to advise land managers and other stakeholders, supporting them in sustaining SSSIs in favourable condition, or restoring those that are in unfavourable condition.

We are working to tackle the decline in SSSI monitoring frequency over recent years and have recently reformed our programme to collect monitoring data at a more ecologically meaningful scale (whole-feature-assessment or WFA). The current Environmental Improvement Plan ([EIP23](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1133967/environmental-improvement-plan-2023.pdf)) target is to have an up-to-date condition assessment for every SSSI, using the new WFA approach, by 31 January 2028.

Where using remotely sensed data, third-party data or desk-based studies are not appropriate approaches, Natural England uses data from on-site surveys to monitor and assess the condition of SSSI features.

**2.2 Scope of the Contract**

**Arranging Access for SSSI Surveys in 2025/26**

To arrange a SSSI monitoring survey, whether by in-house staff or by approved contractors, Natural England contacts all owners of land within the site boundaries and requests permission to access their land where it falls within the SSSI. We also aim to contact all occupiers of land within the SSSI, where we have their contact details, to inform them of our intention to survey and ask for their cooperation.

This contract will arrange access for approximately 46 SSSIs across England, with an estimated 500 associated owner/occupiers from whom access permission should be gained.

There are three types of survey to be undertaken: terrestrial, freshwater and geological. Each have their own set of access requirements. The contract will cover access for an estimated 18 terrestrial sites, 1 freshwater site (rivers), 9 freshwater sites (lakes) and 20 geological sites. Please note these figures are an estimate and are subject to change.

Terrestrial site requirements: access to habitat, potentially on multiple visits. Permission required to take specimens for further analysis.

Freshwater site (rivers) requirements: access to \*up to\* 25% of the river, and adjacent banks up to 50m is required, potentially on multiple visits and potentially by boat. Permission required to take specimens for further analysis.

Freshwater site (lakes) requirements: access to the whole lake, and adjacent banks up to 50m is required, potentially on multiple visits and potentially by boat. Permission required to take specimens for further analysis. One years-worth of water quality samples will be taken monthly from the lake, requiring monthly access permission.

Geological Requirements: access to habitat, typically for only one visit.

**Contract Aims Summary**

The scope of this contract is to:

Collate and/or obtain up-to-date owner/occupier contact details for approximately 46 SSSIs where monitoring surveys are planned for 2025/26, using NE’s existing database and other sources of information as directed by NE.

Contact and request access permission from all current owner/occupiers of land falling within these SSSIs

Track and keep accurate records of permission responses from owner/occupiers, recording contact information changes where appropriate and share these with Natural England at regular intervals.

Produce an ‘Access Contacts for Surveyors’ spreadsheet for each SSSI being surveyed (and in some cases a related map), summarising the access arrangements for each site.

Deliver a final collated and updated master contacts spreadsheet to Natural England which can be used to update our current data on owner/occupiers for each SSSI site surveyed.

At all times adhere to Natural England’s GDPR policies and guidelines and to use suitable file protection and secure sharing protocols throughout, as agreed with Natural England.

**Sources of information on owner/occupiers of SSSIs available to the contractor**

Natural England holds a contact database of owner/occupiers/stakeholders for SSSIs – the information we hold for the sites to be surveyed in 2025/26 will be supplied to the contractor in the form of a password-protected Excel spreadsheet and will contain phone numbers, email addresses and/or postal addresses but is not necessarily exhaustive. This is the ***primary*** dataset. This primary dataset may in some cases be supplemented by other contact datasets which would be supplied as separate password-protected Excel spreadsheets.

The data supplied will not always include all the contact details that surveyors require for arranging survey access. The contractor will be expected to obtain this information as part of the process of negotiating access permissions.

Where tenure information or contact details are unclear for all or part of a SSSI, the contractor will be able to request extra tenure information and/or Land Registry searches from Natural England.

**Estimated Size of Data Set**

The initial data set supplied will contain approximately 700 rows of contact details across circa 46 SSSIs. Information about new owner/occupiers is often gathered during the access permissions process and any data of this sort would need to be added to the dataset and logged as new – this is usually a small proportion of the overall dataset.

It is likely that there will be duplicate contact information in the primary dataset. The contractor will be expected to identify these duplicates, collating contact details and selecting the most appropriate for the purposes of arranging permission and subsequent access for surveys. It is estimated that permission will ultimately be required from approximately 500 contacts across all the SSSIs to be surveyed.

**2.3 Detailed Requirements**

The Contractor will –

Collate and rationalise Natural England’s SSSI owner/occupier contacts spreadsheet, along with other data supplied by NE, to create a master spreadsheet of contacts for each SSSI.

Contact all owners and, where possible, occupiers by email/phone/letter/ to:

Confirm land tenure

Where possible, capture relationships between owners and occupiers and identify a single point of contact

Explain the purpose and process of SSSI monitoring surveys and supply information on survey methodologies

Inform of our intention to survey and request permission to access land within the SSSI

Ask whether they would like to be contacted by surveyors prior to each survey visit

Request and record up-to-date contact details

Request and record any specific information/instructions surveyors will need in order to access the land

Supply supplementary documents including Natural England’s data license agreement

Please note that even if land is classed as ‘Public Right of Way’, access permission is still required.

Provide a contact phone number and return email/postal address in all communications

Receive, document and respond appropriately to any email, phone or postal enquiries/replies regarding the SSSI surveys.

Record permission status data into a master owner/occupier spreadsheet (Excel-compatible) which is securely shared on a regular basis with the SME team.

Share all owner/occupier correspondence with the SME team on a monthly basis through the use of a shared SharePoint page.

Forward all documents received from contacts relating to access/tenure to the appropriate person/inbox within the SME team in a suitable format and a secure manner.

Forward any enquiries or documents received from contacts relating to non-SME areas of NE’s work to the appropriate inbox at Natural England.

Continue to pursue permissions where a response to initial contact is not received, including: resending emails; making chase phone-calls; sending letters; requesting further information and/or Land Registry searches from Natural England.

Produce an ‘Access Contacts for Surveyors’ spreadsheet for each SSSI, detailing all contacts who wish to be contacted by surveyors prior to survey visits, their preferred contact details, and any relevant access instructions or other pertinent information.

For larger or more complex sites, and when requested by an SME team member, produce and securely share a GDPR-compliant, ArcGIS-compatible tenure map of the SSSI which is suitable to be made available to survey staff and can be cross-referenced with the information in the ‘Access Contacts for Surveyors’ spreadsheet

Provide a written site-by-site summary of access permissions status in advance of each progress meeting

Throughout the process, attend regular progress meetings with a member of the SME team to:

Feedback on general progress and discuss site-by-site progress

Report any permission refusals received

Report any access restrictions or site hazards that have come to attention

Request further information or input from NE for any sites where tenure information is incomplete or where permissions progress is slow

Coordinate mailshots and Land Registry searches where thought to be required

Provide regular updates of the master owner/occupier spreadsheet

Return final updated owner/occupier information for each site in an Excel-compatible format and suitable to be used by SME staff to update NE’s contacts database for each site.

Return all data by agreed deadlines.

At all times to abide by the NE GDPR policy.

Produce a final summary report at the end of the project with feedback on the data, guidance and resources supplied, the processes, response rates, lessons learnt and opportunities for improvement.

**Resources**

On contract award, in addition to the primary dataset described above, the contractor will be supplied with various other resources:

Guidance documents describing the overall access permission process

Guidance documents for collating and rationalising SSSI contacts spreadsheets

A suggested template for creating ‘Access Permissions Tracking’ spreadsheets in Excel

Maps of each SSSI

Email/letter templates and a suggested phone ‘script’

Information regarding which surveys are planned at each site and how to prioritise accordingly

Simple summaries of survey methodologies to be sent to owner/occupiers

Data license agreement document to be sent to owner/occupiers

A designated contact within the SME team at NE

All supplied documents and processes can be discussed and amended if appropriate during the contract set-up process.

**2.3 Summary of Outputs**

Outputs required:

Identify and contact all owners/occupiers of land within the SSSIs to be surveyed and acquire an access permission response from them.

Prompt written feedback to the designated NE contact regarding permission refusals.

Regular, written site-by-site summaries of progress supplied to the Natural England contact in advance of each planned project meeting.

A final ‘Access Contacts for Surveyors’ spreadsheet for each SSSI, detailing all contacts who wish to be contacted by surveyors prior to survey visits, their preferred contact details, and any relevant access instructions or other pertinent information.

For those SSSIs where the SME team request it, a securely shared, GDPR-compliant and ArcGIS-compatible labelled tenure map which is suitable to be made available to survey staff, and which can be cross-referenced with the ‘Access Contacts for Surveyors’ spreadsheet for the purposes of arranging survey access.

A final master spreadsheet of contacts for all the SSSIs included in the process, which can be cross-referenced to the original contacts data sent to the contractor, including detailed notes, which can be used to update Natural England’s existing SSSI contacts database.

Summary report at the end of the project with feedback on the data, guidance and resources supplied, the processes, response rates, lessons learnt and opportunities for improvement.

**Appendix 3: Charges**

Please use the following table as a guide

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item of work/task**   | **Grade of Staff**   | **Day Rate**   | **Number of Days**   | **Total Cost**   |
| Project planning and initial data collation  |    |    |    |    |
| Initial round of contacting 500 owner/occupiers  |   |   |   |   |
| Follow-up of outstanding permissions and non-responses  |   |   |   |   |
| Compiling ‘access contacts spreadsheet’ (and map) for approx 46 SSSIs  |   |   |   |   |
| QA of access contacts spreadsheets/maps before delivery to NE  |   |   |   |   |
| Regular (weekly) written progress summaries, meetings and liaison with NE  |    |    |    |    |
| Collating final updated master contacts spreadsheet for return to NE  |   |   |   |   |
| Final summary report  |    |    |    |    |
| Associated costs (materials)  |    |    |    |    |
| **Total excl. VAT**  |   |   |   |   |
| **Total incl. VAT**  |   |   |   |   |

**Appendix 4: Processing Personal Data**

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| --- | --- |
|  |   |
| **[SSSI Monitoring Access Permissions Contract]** |
| **Contract:** |
| **Date:** | **[04/10/2024]** |
| **Description of authorised processing** | **Details** |
| Identity of Controller and Processor for each category of Personal Data | The Parties acknowledge that for the purposes of the Data Protection Legislation the Controller and Processor are: Controller: Natural England at Foss House, Kings Pool, 1-2 Peasholme Green, York, Y01 7PX Processor: |
| Subject matter of the processing |  SSSI Monitoring Access Permissions Contract |
| Duration of the processing |  The processing will be for the duration of the contract only.  |
| Nature and purposes of the processing |  Landowner/occupier contact details will be sent to the contractor for the purposes of the contractor contacting the owner/occupiers for permission to access their land. The contractor will update these contact details as appropriate and forward these updates on to Natural England.  |
| Type of Personal Data |  Name, relationship to land (owner/occupier/management influence/agent) telephone numbers, addresses, email addresses.  |
| Categories of Data Subject |  Customer contact details.  |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data | The contractor will return the amended owner/occupier details to Natural England at the end of the contract. The contractor will destroy the data no more than 7 years after the end of the contract, in line with the NE GDPR policy.  |
| 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 |  |