Add NE Logo

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

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| 1. **Purchase Order Number**
 | To be confirmed  |
| 1. **Customer**
 | Vicky Ward Project Manager – Tees Estuary Recovering Nature Project Natural England Northumbria Area TeamLancaster House, Hampshire CourtNewcastle upon Tyne NE4 7YH |
| 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:**[ ] **Good and Services:**[x]  |
| **Goods** | As set out in Appendix 2 – specification / DescriptionThe Goods are to be Delivered in accordance with the following instructions:Delivery Address: Vicky.ward@naturalengland.org.uk Date of Delivery: 31 March 2024 full delivery.  |
| **Services** | As set out in Appendix 2 – specification / DescriptionTo be performed at Dates of Delivery: 24/01/2024 – 31/03/2024[To be performed on: as required.  |
| 1. **Start Date**
 | *24 January 2024*  |
| 1. **Expiry Date**
 | *31 March 2024.* |
| 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 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 Vicky Ward: Project Manager Tees Estuary Recovery Nature Project.Vicky.ward@naturalengland.org.uk t: 07442881515or, in their absence, Lydia Speakman: Northumbria Area Team ManagerLydia.speakman@naturalengland.org.uk t: 07554115627 |
| 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**
 | The Contractor shall attend progress meetings with the Customer every 10 days. |
| 1. **Address for notices**
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| **Customer:** | **Contractor:** |
| Vicky Ward Project Manager – Tees Estuary Recovering Nature Project Natural England Northumbria Area TeamLancaster House, Hampshire CourtNewcastle upon Tyne NE4 7YHEmail: Vicky.ward@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**
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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: [**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***]. s[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:**[x]  |

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| --- | --- |
| 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**

**Specification of Requirements**

This piece of research is Phase two of the footpath project and will work with Natural England, RSPB Saltholme and an identified NSIP to investigate and make recommendations for safe construction of the south section of the footpath, including safe and effective construction options that allow the footpath to cross the identified 2 x NSIP structures (pipelines

This research also aims to provide an example of good practice in collaborative working between an NSIP project and local environmental organisations to improve green infrastructure whilst meeting myriad health and safety requirements. The outcomes of this research will be shared with partners and wider organisations to act as an example of good practice to inform the potential to develop future green infrastructure projects alongside NSIP projects located within and external to designated SSSI sites.

We want to appoint contractors / consultants to work with Natural England, RSPB Saltholme and an identified NSIP project to undertake a piece of research that will:

* Make full technical recommendations regarding the safe construction of the south section of the proposed footpath route. This includes safe and effective construction options that allow the footpath to cross the identified 2 x NSIP structures.
* Document methodologies and good-practice approaches used to effectively engage and work with the identified NSIP project and e-NGOs in order to achieve positive outcomes for the construction of new green infrastructure.

It is envisaged that the successful contractor will undertake some in-person and online consultation work with partners and will visit the site where the section of the new proposed footpath meets the pipeline in order to be able to assess risk and health and safety, to be able to successfully deliver the above outcomes. Please see Appendix 3 in the Request for Quotation for map of proposed south section of the footpath route, including identified NSIP structures.

It is expected that this piece of research will influence the direction of the Footpath Project: informing the development of the footpath, including planning and costing of future capital works required. It is also envisaged that this research will contribute to a wider body of research that documents good practice in collaborative working: in particular partnership working between an NSIP Project and e-NGOs.

**Appendix 3: Charges**

[***Guidance note: Include a clear breakdown of the charges in as much detail as necessary***]

**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 |  |