

**Order Form – Contract for Research and Development Goods and/or Services**

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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. **Co-Funder(s)**
 | N/A  |
| 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 appended 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.
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| 1. **Deliverables**
 | **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 – 31/03/2024To be performed on: as required. |
| 1. **Milestone Delays (Clause 18.2.10)**
 | N/A |
| 1. **Start Date**
 | 14th February 2024 |
| 1. **Expiry Date**
 | 31 March 2024  |
| 1. **Extension Period (Clause 5.2)**
 | 4 weeks maximum from Expiry Date. |
| 1. **Charges**
 | Unless and to the extent otherwise expressly stated in Appendix 3, the Charges are fixed for the duration of the Agreement. |
| 1. **Payment including Payment by Co-****funder(s)**
 | Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice. |
| 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. **Co-funder’s Authorised Representative**
 | N/A  |
| 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. **Contractor’s general liability cap**
 | The liability of the Contractor as set out in Clause 16.2.1 of the terms and conditions is limited to the greater of:1. an amount equal to 150% of the Charges paid or payable to the Contractor; and
2. £5,000,000.00
 |
| 1. **Progress Meetings and Progress Reports**
 | The Contractor shall attend progress meetings with the Customer every 10 days or as agreed. |
| 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***] |
|  |  |
| **Co-****funder(s):** |  |
| N/A  |  |

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| 1. **Key Personnel of the Contractor**
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| --- | --- | --- |
| **Key Personnel Role:**  | **Key Personnel Name:** | **Contact Details:** |
| **Contractor’s Project Manager** | [\*\*\*\*] | [\*\*\*\*] |
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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****].* [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. **Commercial Exploitation (Clause 11)**
 | Clause 11 (Commercial Exploitation) shall apply to this Agreement:**Yes:☐****No: *X*** |
| 1. **Special Terms**
 | N/A  |
| 1. **Additional Insurance**
 | N/A  |
| 1. **Further Data Protection Provisions**
 | The further data protection provisions as contained at Annex 1 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: R&D Terms and Conditions**

***The terms and conditions applicable to this requirement can be found on the website below***

[Natural England terms and conditions for goods and services - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/natural-england-terms-and-conditions-for-goods-and-services)

**Appendix 2: Specification/Description**

**Appendix 3: Charges**

**Appendix 4: Processing Personal Data**

**Authorised Processing Template**

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| **[XXXX]** |
| **Agreement:** |
| **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 sub-contractors process Personal Data under this Agreement |  |
| Protective Measures that the Contractor and, where applicable, its sub-contractors 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 |  |