Add NE Logo

***Guidance note: Several parts of this Order are highlighted with guidance and options as follows:***

1. ***(Blue) Internal guidance note that must be deleted before circulating.***
2. ***(Yellow) Optional provision to be deleted if not required or amended to reflect the circumstances.***
3. *This Order and the accompanying Terms and Conditions are to be used for medium value (£10-50K) contracts for relatively simple purchases of goods and/or services.*
4. *Except as permitted in this Order the Terms and Conditions are not intended to be varied or negotiated in any way.*
5. *For complex goods/services or long term service arrangements, please use one of the other Standard Template documents as appropriate. The Decision Tree document found at [link] will help you determine the appropriate Standard Template document to use.*
6. *Section 21 of this Order contains guidance and options to select in respect of applicable data sharing/processing provisions depending on the level of sharing or processing of personal data you anticipate the supplier will be carrying out.*

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

|  |  |  |
| --- | --- | --- |
| 1. **Purchase Order Number** | [**Insert** Customer's purchase order number *if known or state that it is to be confirmed if not known*] | |
| 1. **Customer** | [**Insert** Customer’s name and address] ***[Guidance Note: If the Customer is Defra, include the words “acting as part of the Crown”, i.e. “The Secretary of State for Environment, Food and Rural Affairs, acting as part of the Crown”***] | |
| 1. **Contractor(s)** | [**Insert** *Contractor’s name, registered address (if registered), and registration number (if registered),use Companies House* [*website*](https://find-and-update.company-information.service.gov.uk/) *to obtain or validate details of incorporated entities)]* | |
| 1. **Defra Group Members** | The following Defra Group members will receive the benefit of the Deliverables:  [**Insert** Defra Group members who are to be receive the benefit under the Agreement or N/A] ***Guidance Note: This section is to make clear which Defra Group Members the Goods/Services are for the benefit of (if any) for the purposes of Annex 3 of the terms and conditions***] | |
| 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.  ***[Guidance note: Please do not attach any Contractor terms and conditions to this Order. Please speak to GLD or your relevant legal team if the Contractor is seeking to incorporate its own terms such as for software licenses as this may not be a suitable template contract in those circumstances.***  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** | ***[Guidance note: Tick the relevant box which applies, Where the Contractor is providing both goods and services please tick the third box only.]***  **Goods Only:**  **Services Only:**  **Good and Services:** |
| **Goods** | [***Guidance note: Delete as appropriate***]  None. [***Guidance note: use this option if there are no Goods delivered as part of this Agreement***]  Or  [Insert Description: as set out [below] OR [in Appendix 2 – Specification / Description]  The Goods are to be Delivered in accordance with the following instructions:  Delivery Address: *[***Insert *delivery address, including telephone number of receiving individual****]*  Date of Delivery: [**Insert *date(s) of delivery – including whether the Goods will be delivered in instalments****]*  Packaging Instructions: *[****Insert packaging instructions and/or details of the Customer’s environmental policy, see section 18 of the Order and clause 16.2.9 of the terms and conditions****]*  Additional Delivery Instructions: *[****Insert any additional instructions,******including time of Delivery if to be made outside of normal business hours****]]*  ***[Guidance note: If the Customer wishes to collect the Goods instead of Delivery – you may wish to specify this here]***  Warranty Period: **[*Insert warranty period e.g.*** [[12] months from Delivery][a period of [12] months from putting the Goods into intended service, or [18] months from Delivery, whichever is the less]**]** |
| **Services** | [***Guidance note: Delete as appropriate***]  None. [***Guidance note: use this option if there are no Services delivered as part of this Agreement***]  Or  [Insert Description: as set out [below] OR [in Appendix 2 – Specification / Description]  *[*To be performed at ***[*Insert *description of premises (including whether they are the Customer’s premises, the Contractor’s premises and/or a third party’s premises and in each case the address****)].]*  Date(s) of Delivery: *[****Insert date(s) or the period of Delivery****]*  [To be performed on [***Insert any details about days Services are to be performed, for example, if these are to be delivered only on certain days of the week rather than for the whole week***] |
| 1. **Start Date** | *[****Insert*** *Day Month Year]* | |
| 1. **Expiry Date** | *[****Insert*** *Day Month Year]* ***[Guidance note: Please note that in respect of Services at paragraph 2.3 of Annex 2 of the terms and conditions, that the Customer has the option to extend the Agreement by a further period of up to 6 months]*** | |
| 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 to ***[Insert payment method(s) and necessary details]***  [***Guidance note: To avoid confusion, you may wish to add the following to ensure that the supplier is clear on how payments will be made unless alternative arrangements have already been agreed] “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].  Or  [**Insert an alternative cap (Value / % of contract value) on the Contractor’s liability, providing the risk assessment has been undertaken before using this option**]  ***[Guidance note: The default level of liability is £5m and this is reflected in clause 13.2.1. In certain circumstances, this level can be reduced. To assist, you may wish to undertake a risk assessment using the guidance/tools available on MyBuy.]*** | |
| 1. **Customer’s Authorised Representative(s)** | 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. **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 [**A][B(Default Option)][C**] in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.  ***[Guidance note: Clause 8 on intellectual property rights (“IPRs”) has 3 options depending on how you need to arrange ownership and licencing of all New IPR created for or pursuant to the Agreement. They are:***    ***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.***  ***Option A should be considered for use in situations where the Customer should retain ownership of any New IPR but where the Contractor should be able to use any New IPR developed. In this situation, the Customer will not look to publish the New IPR under Open Licence.***  ***Option B reflects a more standard position on ownership of IPRs and should be considered the default option. This should be used where the Customer should retain ownership of any New IPR and ensure that the Contractor cannot use it outside of Agreement delivery.***  ***Option C should be considered for use where (a) there is no clear benefit in the Customer owning the New IPR, or (b) where any New IPR created cannot easily be separated from the Contractor’s Existing IPR (e.g. Software As A Service (“SAAS”)) and should be used where the licence to the Customer for the IPR in question should extend to cover other government contracts and services, which may include contracts and services not yet awarded, and broader public sector functions.***  ***When publishing as open source, Customers should be mindful that the terms of any input licence (that is the open source licence for any open source intellectual property which has been used to create the New IPR) aligns with the ‘output licence’ (that is, the licence under which the Customer will publish the New IPR as open source).]*** | |
| 1. **Progress Meetings and Progress Reports** | *[****Insert***Not applicable  *[****Or******insert***   * The Contractor shall attend progress meetings with the Customer every [   ] * The Contractor shall provide the Customer with progress reports every [   ]]   ***[Guidance note: See clause 9 of the terms and conditions for further details]*** | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | [**insert *name and address of Customer***]  Attention: [**insert *title***]  Email: [**insert *email address***] | [**insert *name and address of Contractor*]**  Attention: **[insert *title***]  Email: [**insert *email address***] | | ***[Guidance note: See clause 20 of the terms and conditions for further details]*** | | |
| 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]*** | | | |  |  |  | | |
| 1. **Procedures and Policies** | For the purposes of the Agreement: ***[add/amend/delete as necessary]*** [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***].  [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. **Special Terms** | Special Term 1 - ***[Insert terms to revise or supplement the terms and conditions, or enter ‘N/A’ and delete the extra rows below for example but not exhaustive:***   * ***longer extension period;*** * ***time being of the essence for delivery]***   ***[Guidance note: Always seek legal advice when including special terms which revise or supplement the standard terms and conditions.]*** | |
| 1. **Additional Insurance** | [***Guidance note: Customer to include any additional express insurance requirements. Default of the Agreement is only for insurance to be in place in line with industry best practice***] | |
| 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:**  [***Guidance note: Where you anticipate that only incidental personal data (e.g. business email addresses) will be shared with and/or processed by the supplier, Further Data Protection Provisions of the terms and conditions may not be required. Where the Customer and Supplier intend to share and/or process more than incidental personal data, the Further Data Protection Provisions of the terms and conditions should be used and Appendix 4 of this Order Form must be completed. If you have any queries regarding the above, you can contact your local data protection team by email at the address shown here*** [Data protection (sharepoint.com)](https://defra.sharepoint.com/sites/Defraintranet/SitePages/data-protection.aspx)]***]*** | |

***[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 |  |