Add NE Logo

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

|  |  |
| --- | --- |
| 1. **Purchase Order Number**
 | Not applicable |
| 1. **Customer**
 | Natural England, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX. |
| 1. **Contractor(s)**
 | Not applicable |
| 1. **Defra Group Members**
 | 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** | NA |
| **Services** | *As set out in specification within Section 2 of Request for Quotation – PSS.SWC17-25 – please provide analysis report to steve.walker@naturalengland.org.uk and Lucie* *Jerabkova, lucie.jerabkova@forestryengland.uk* |
| 1. **Start Date**
 | *20.01.2025* |
| 1. **Expiry Date**
 | *30.05.2025*  |
| 1. **Charges**
 | Not applicable |
| 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 **Steve Walker,** **steve.walker@naturalengland.org.uk**or, in their absence, **David burton,** **David.burton@naturalengland.org.uk** |
| 1. **Contractor’s Authorised Representative**
 | For general liaison your contact will continue to be **Steve Walker,** **steve.walker@naturalengland.org.uk**or, in their absence, **David burton,** **David.burton@naturalengland.org.uk** |
| 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**
 | Not applicable |
| 1. **Address for notices**
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|  |  |
| --- | --- |
| Not applicable |  |
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| 1. **Key Personnel of the Contractor**
 |

|  |  |
| --- | --- |
| Not applicable |  |
|  |

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| 1. **Procedures and Policies**
 | N/A |
| 1. **Special Terms**
 | ‘N/A’  |
| 1. **Additional Insurance**
 | NA |
| 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]  |

 ***[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 |  |