

Ecorys UK Limited Albert House, Quay Place, 92-93 Edward Street, Birmingham, B1 2RA Kings Meadow House Kings Meadow Road Reading RG1 8DQ

T: 03459 335577 helpline@defra.gov.uk www.gov.uk/defra

Your ref: Our ref: C21751 Date: 03/11/2023

Dear

# Award Notification: Contract for the supply of Evaluation of the Species Recovery Programme on behalf of Natural England

Following your tender/proposal for the supply of Evaluation of the Species Recovery Programme to Natural England, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the Agreement between Natural England as the Authority and Ecorys UK Limited as the Supplier for the provision of the Goods. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Authority and may delay conclusion of the Agreement.

For the purposes of the Agreement, the Authority and the Supplier agree as follows:

- 1. The charges for the Services shall be as set out in DPS Order Schedule 5 Pricing Details dated 26/10/2023.
- 2. The specification of the Services to be Delivered is as set out in DPS Order Schedule 4 Order Tender dated 20/10/2023.
- 3. The address for notices of the Parties are:

Authority

Supplier



Attention:	Attention
Email:	Email:

4. The Authority may require the Supplier to ensure that any person employed in the supply of the Goods has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Agreement, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the supply of the Goods.

# Payment

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), to Alternatively you may post to

Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to

# Liaison

For	general	liaison	your	contact	will	cor
					or,	in

 We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods. Natural England would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of Ecorys UK Limited and within 7 days by 10<sup>th</sup> November 2023.

Yours faithfully,



# Crown Copyright 2021 DPS Schedule 6 (Order Form Template and Order Schedules)

# **Order Form**

ORDER REFERENCE:	C21751
THE BUYER:	Natural England
BUYER ADDRESS	4 <sup>th</sup> Floor, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX
THE SUPPLIER:	Ecorys UK Limited
SUPPLIER ADDRESS:	Albert House, Quay Place, 92-93 Edward Street, Birmingham, B1 2RA
REGISTRATION NUMBER:	
DUNS NUMBER:	

# APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 6<sup>th</sup> November 2023.

It's issued under the DPS Contract with the reference number RM6126 for the provision of Evaluation of the Species Recovery Programme.

DPS FILTER CATEGORY(IES): RM6126

RM6126 - Research & Insights DPS

Project Version: v1.0

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ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1. This Order Form including the Order Special Terms and Order Special Schedules.
- 2. Joint Schedule 1 (Definitions and Interpretation) RM6126
- 3. DPS Special Terms
- 4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6126
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Order Schedules for RM6126
    - Order Schedule 1 (Transparency Reports)
    - Order Schedule 2 (Staff Transfer)
    - o Order Schedule 3 (Continuous Improvement)
    - Order Schedule 5 (Pricing Details)
    - Order Schedule 7 (Key Supplier Staff)
    - Order Schedule 8 (Business Continuity and Disaster Recovery)
    - Order Schedule 9 (Security)
    - o Order Schedule 15 (Order Contract Management)
    - Order Schedule 20 (Order Specification)
    - Order Schedule 23 (HMRC Terms)
- 5. CCS Core Terms (DPS version) v1.0.3
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6126
- 7. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

# ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

None

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ORDER START DATE:	6 <sup>th</sup> November 2023
ORDER EXPIRY DATE:	31 <sup>st</sup> March 2024
ORDER INITIAL PERIOD:	5 months
EXTENSION OPTIONS:	1 year + 1 year (2 years total)

DELIVERABLES See details in Order Schedule 20 (Order Specification)]

MAXIMUM LIABILITY The limitation of liability for this Order Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £64,000.

ORDER CHARGES See details in Order Schedule 5 (Pricing Details)] All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in DPS Schedule 3 (DPS Pricing)

REIMBURSABLE EXPENSES None

# PAYMENT METHOD



**BUYER'S INVOICE ADDRESS:** 

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# BUYER'S AUTHORISED REPRESENTATIVE

BUYER'S ENVIRONMENTAL POLICY Environmental Improvement Plan 2023 - GOV.UK (www.gov.uk)

BUYER'S SECURITY POLICY Security policy framework: protecting government assets - GOV.UK (www.gov.uk)

#### SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY Monthly

PROGRESS MEETING FREQUENCY Monthly

KEY STAFF See details in DPS Order Schedule 7 – Key Supplier Staff

KEY SUBCONTRACTOR(S) Footprint Ecology

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E-AUCTIONS Not applicable

COMMERCIALLY SENSITIVE INFORMATION Not applicable

SERVICE CREDITS Not applicable

ADDITIONAL INSURANCES Not applicable

GUARANTEE Not applicable

#### SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

# For and on behalf of the Supplier:



For and on behalf of the Buyer:



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