



Department  
for Environment  
Food & Rural Affairs

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

1. Purchase Number	Order	To be confirmed
2. Customer		Redacted under FOIA Section 40 Personal Information
		Natural England Northumbria Area Team Lancaster House, Hampshire Court Newcastle upon Tyne NE4 7YH
3. Contractor(s)		Align Property Partners White Rose House (2 <sup>nd</sup> Floor), Northallerton Business Park Thurston road, Northallerton, DL6 2NA
4. Co-Funder(s)		N/A
5. Defra Members	Group	The following Defra Group members will receive the benefit of the Deliverables:  Natural England
6. The Agreement		<p>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.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.</p> <p>The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):</p> <ul style="list-style-type: none"><li>a) this Order;</li><li>b) the terms and conditions at Appendix 1; and</li><li>c) the remaining Appendices (if any) in equal order of precedence.</li></ul>
7. Deliverables		<p><b>Goods:</b></p> <p>As set out in Appendix 2 – Specification / Description</p> <p>The Goods are to be Delivered in accordance with the following instructions: Redacted under FOIA Section 40 Personal Information</p> <p>Date of Delivery: 30 August 2024 full delivery.</p> <p><b>Services:</b></p> <p>As set out in Appendix 2 – Specification / Description</p> <p>To be performed at:</p>

	Dates of Delivery: 21/06/2024 – 30/08/2024 To be performed on: as required.
8. Milestone Delays (Clause 18.2.10)	N/A
9. Start Date	21 June 2024
10. Expiry Date	30 August 2024
11. Extension Period (Clause 5.2)	4 weeks maximum from Expiry Date.
12. Charges	Unless and to the extent otherwise expressly stated in Appendix 3, the Charges are fixed for the duration of the Agreement.
13. 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.
14. Customer's Authorised Representative(s)	For general liaison your contact will continue to be Redacted under FOIA Section 40 Personal Information
15. Contractor's Authorised Representative	For general liaison your contact will continue to be Redacted under FOIA Section 40 Personal Information
16. Co-funder's Authorised Representative	N/A
17. 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.
18. Contractor's general liability cap	a. The liability of the Contractor as set out in Clause 16.2.1 of the terms and conditions is limited to the greater of:  (a) an amount equal to 150% of the Charges paid or payable to the Contractor; and (b) £5,000,000.00
19. Progress Meetings and Progress Reports	The Contractor shall attend progress meetings with the Customer every 10 days or as agreed.
20. Address for notices	Customer: Contractor: Redacted under FOIA Section 40 Personal Information

Redacted under FOIA Section 40 Personal Information

21. Key Personnel of the Contractor	<table border="1"><thead><tr><th>Key Personnel Role:</th><th>Key Personnel Name:</th><th>Contact Details:</th></tr></thead><tbody><tr><td colspan="3">Redacted under FOIA Section 40 Personal Information</td></tr></tbody></table>	Key Personnel Role:	Key Personnel Name:	Contact Details:	Redacted under FOIA Section 40 Personal Information		
Key Personnel Role:	Key Personnel Name:	Contact Details:					
Redacted under FOIA Section 40 Personal Information							
22. Procedures and Policies	<p>For the purposes of the Agreement:</p> <p>[The Customer's Staff Vetting Procedures are: <i>[Insert details/contained in [Insert link to relevant policy].</i></p> <p>[The Customer's security / data security requirements are: <i>[Insert details/contained in [Insert link to relevant policy].</i></p> <p>[The Customer's additional sustainability requirements are: <i>[Insert details/contained in [Insert link to relevant policy].</i></p> <p>[The Customer's equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy [is/are] <i>[Insert details/contained in [Insert link to relevant policy].</i></p> <p>[The Customer's health and safety policy is: <i>[Insert details/contained in [Insert link to relevant policy].</i></p>						
23. Commercial Exploitation (Clause 11)	<p>Clause 11 (Commercial Exploitation) shall apply to this Agreement:</p> <p>Yes: <input type="checkbox"/></p> <p>No: <input checked="" type="checkbox"/></p>						
24. Special Terms	N/A						
25. Additional Insurance	N/A						
26. Further Protection Provisions	<p>The further data protection provisions as contained at Annex 1 of the Terms and Conditions are applicable to this Agreement where indicated below:</p> <p>Yes: <input type="checkbox"/></p> <p>No: <input checked="" type="checkbox"/></p>						

Signed for and on behalf of the <b>Customer</b>	Signed for and on behalf of the <b>Contractor</b>
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## **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/procurement/procurement-guidance/natural-england-terms-and-conditions-for-goods-and-services)

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## **Appendix 2: Specification/Description**

### **Specification of Requirements**

#### **Phase 2 Tees Tidelands Footpath Crossing: Working in partnership to deliver Green Infrastructure**

This piece of research is Phase two of the Tees Tidelands footpath project and we are looking to commission this to start in June 2024. We want to appoint contractors / consultants to work with Natural England, RSPB Saltholme and an identified Nationally Significant Infrastructure Project (NSIP) to complete a technical investigation and methodological research report that will achieve two aims.

##### **Aim 1:**

Make full technical recommendations, via a research report, regarding the safe planning and construction options for the south section of the proposed footpath route. This includes safe and effective planning, engineering and fabrication/design/cost options for the 2 x structures that will allow the footpath to cross the identified 2 x pipeline chambers. The chambers are built from concrete with a steel protective hood and protect the mixed gas pipeline corridor as it traverses from above ground to lay under Cowpen Bewley Road.

##### **Aim 2:**

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.

The research report will therefore document methodologies and best-practice approaches used to effectively engage and work with the identified infrastructure project and e-NGOs in order to achieve positive outcomes for the construction of new green infrastructure.

### **Appendix 3: Charges**

**As stated in the accepted Commercial Response submission document dated 31-05-2024.**

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