



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

1. Purchase Order Number	To be confirmed	
2. Customer	Redacted under FOIA Section 43 Personal Information	
3. Contractor(s)	PKF Littlejohn LLP Redacted under FOIA Section 43 Personal Information Canary Wharf London E14 4HD Redacted under FOIA Section 43 Personal Information	
4. Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables:  Natural England	
5. The Agreement	<p>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.</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>	
6. Deliverables	Applicable Deliverables	Goods Only: <input type="checkbox"/> Services Only: <input checked="" type="checkbox"/> Good and Services: <input type="checkbox"/>
	Goods	N/A
	Services	Description: as set out in Appendix 2 – Specification / Description  To be performed remotely.  Date(s) of Delivery: 08 July 2024 to 31 January 2025.
7. Start Date	08 July 2024	
8. Expiry Date	31 January 2025	

<b>9. Charges</b>	The Charges for the Goods and/or Services shall be as set out in Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement.
<b>10. Payment</b>	<p>Payments will be made to <b>PKF Littlejohn LLP</b>.</p> <p>Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice (see the Contract Award letter for further details).</p> <p><b>Redacted under FOIA Section 43 Personal Information</b></p>
<b>11. Contractor's Liability Cap (Clause 13.2.1)</b>	A sum equal to £5,000,000.
<b>12. Customer's Authorised Representative(s)</b>	<p>For general liaison your contact will continue to be</p> <p><b>Redacted under FOIA Section 43 Personal Information</b></p>
<b>13. Contractor's Authorised Representative</b>	<p>For general liaison your contact will continue to be</p> <p><b>Redacted under FOIA Section 43 Personal Information</b></p>
<b>14. Optional Intellectual Property Rights ("IPR") Clauses</b>	<p>The Customer has chosen Option B in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.</p> <p><b><i>Option- Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.</i></b></p>
<b>15. Progress Meetings and Progress Reports</b>	Throughout the duration of the contract there will be regular Teams calls or emails, particularly once the project financial statements are submitted to the auditor, to discuss progress and/or any issues. The nature and frequency of this correspondence will be discussed further at the inception meeting.
<b>16. Address for notices</b>	<p><b>Customer:</b></p> <p><b>Contractor:</b></p> <p><b>Redacted under FOIA Section 43 Personal Information</b></p>

17. Key Personnel of the Contractor	<div>Key Personnel Role:</div> <div>Key Personnel Name:</div> <div>Contact Details:</div> <div>Redacted under FOIA Section 43 Personal Information</div>
18. Procedures and Policies	<div>For the purposes of the Agreement:</div> <div>The Customer's security / data security requirements are outlined in Section 2 of the Request for Quotation. Given personal data will be shared as part of the contract a Data Sharing Agreement will be entered into once the contract is awarded. See Appendix 4.</div>
19. Special Terms	Special Term 1 – N/A
20. Additional Insurance	N/A
21. Further Data Protection Provisions	<div>The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:</div> <div>Yes: <input checked="" type="checkbox"/></div> <div>No: <input type="checkbox"/></div>

Signed for and on behalf of the <b>Customer</b>	Signed for and on behalf of the <b>Contractor</b>
<div>Redacted under FOIA Section 43 Personal Information</div>	

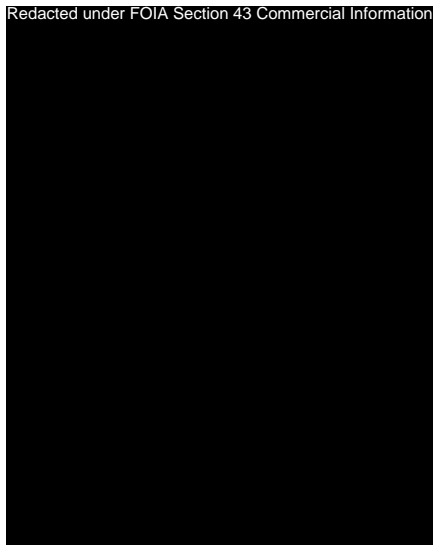
## **Appendix 1: Terms and Conditions**

The Customer's Standard Good & Services Terms and Conditions which can be located on the [Natural England Website](#) and which are called 'Standard Goods & Services Terms and Conditions'

## Appendix 2: Specification/Description

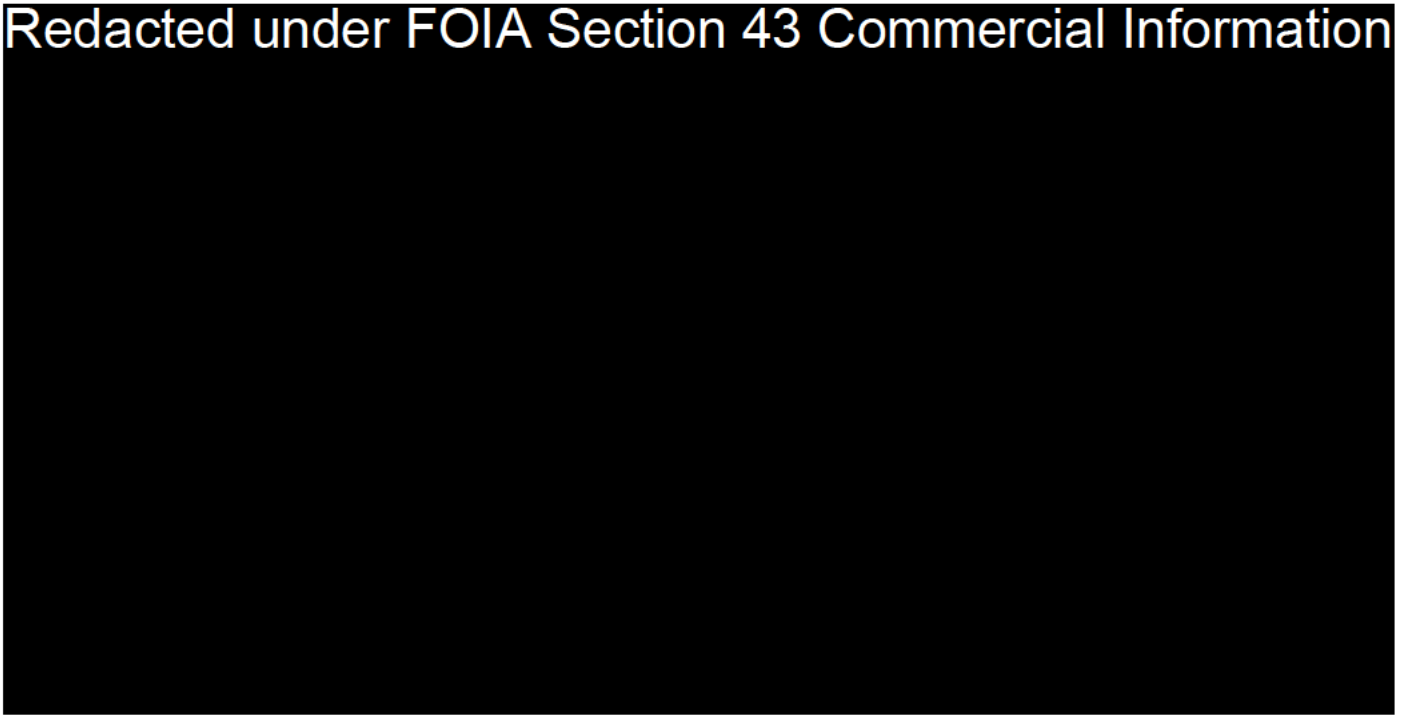
### Request for quotation

Redacted under FOIA Section 43 Commercial Information



### Appendix 3: Charges

Redacted under FOIA Section 43 Commercial Information



TOTAL COST				8,208.00	75.00	-	6,915.00
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## **Appendix 4: Processing Personal Data**

### **1. DEFINITIONS**

Terms defined in this Agreement have the same meaning for purposes of this Annex and, in addition, the following terms have the following meanings:

Controller, Processor, processing, Data Subject, Personal Data, Data Protection Officer take the meaning given in the GDPR or, in respect of processing of personal data for a law enforcement purpose to which Part 3 of the DPA 2018 applies, the meaning in that Part if different.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

Processor Personnel: means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Agreement.

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation in respect of their Personal Data.

Sub-processor: any third party appointed to process Personal Data on behalf of that Processor related to this Agreement.

### **2. REQUIREMENTS OF PARTIES TO THIS AGREEMENT**

2.1 Where there is a Controller-Processor relationship, each Party shall co-operate with the other Party to complete Schedule 1 to this Annex 2 prior to entering into the relationship.

### **3. DATA PROTECTION – WHEN ONE PARTY IS CONTROLLER AND THE OTHER PARTY IS THE PROCESSOR**

3.1 Schedule 1 identifies the Party acting as Controller and the Party acting as Processor for Personal Data processed under this Agreement. Subject to paragraph 3.4 (a), the only processing that the Processor is authorised to do is listed in Schedule 1 by the Controller and may not be determined by the Processor.

3.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

3.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment in respect of any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Project;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

3.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- (a) process that Personal Data only in accordance with Schedule 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Personal Data Breach, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
  - i. nature of the data to be protected;
  - ii. harm that might result from a Personal Data Breach;
  - iii. state of technological development; and
  - iv. cost of implementing any measures;
- (c) ensure that :
  - i. the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
  - ii. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - a. are aware of and comply with the Processor's duties under this paragraph;
    - b. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
    - c. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
    - d. have undergone adequate training in the use, care, protection and handling of Personal Data
- (d) not transfer Personal Data outside of the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - i. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or Chapter 5 of the DPA 2018) as determined by the Controller;
  - ii. the Data Subject has enforceable rights and effective legal remedies;
  - iii. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is



- transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- iv. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

3.5 Subject to paragraph 3.6, the Processor shall notify the other Party without delay if it, in connection with Personal Data processed under this Agreement:

- (a) receives a Subject Request (or purported Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority;
- (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Personal Data Breach, such notification in any event to be within 24 hours of becoming aware of the Personal Data Breach.

3.6 The Processor's obligation to notify under paragraph 3.5 shall include the provision of further information to the Controller in phases, as details become available.

3.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation in connection with Personal Data processed under this Agreement and any complaint, communication or request made under paragraph 3.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Personal Data Breach;
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

3.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Annex 2. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (a) the Controller determines that the processing is not occasional;
- (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR

- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects; or
- (d) the processing is processing to which Part 3 of the DPA 2018 applies

3.9 The Processor shall allow for audits of its Personal Data processing activity by the Controller or the Controller's designated auditor.

3.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

3.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Annex B such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

3.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

3.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

3.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

## **4. RECORDS**

4.1 Each Party shall maintain complete and accurate records and information to demonstrate its compliance with this Agreement and the Data Protection Legislation.

4.2 Each Party shall provide the other full access to the other Party's data security and privacy procedures relating to Personal Data.

## **5. ADMINISTRATION**

5.1 The Controller agrees that the Processor and its Representatives may use Personal Data which the Controller provides about its staff and partners involved in the Project to exercise the Processors rights under this Agreement and or to administer the project or associated activities. Furthermore, the processor agrees that the Controller and its Representatives may use Personal Data that the processor provides about its staff involved in the project to manage its relationship with the Authority.

## Details of Personal Data Exchange and Sharing

Description	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation the Controller and Processor are:</p> <p><b>Controller:</b> Natural England at Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX</p> <p><b>Processor:</b> PKF Littlejohn LLP, <small>(redacted under FOIA Section 43 Personal Information)</small> Canary Wharf, London, E14 4HD</p>
Project Name and Subject Matter of the Processing	<p>Independent Financial Audit of EU LIFE funded Project - LIFE Recreation ReMEDIES (LIFE18 NAT/UK00039)</p> <p>Natural England requires an independent financial audit of an EU LIFE funded project (LIFE Recreation ReMEDIES LIFE18 NAT/UK/000039). Natural England needs to submit a certificate on the Project Financial Statement to the European Commission, in the form of an independent report of factual findings produced by an external auditor. This is in support of the payment requested by Natural England under Article I.4.1. of the 2018 LIFE Grant Agreement. The Commission requires this Report as the balance payment of costs requested by NE is conditional on its factual findings. This work must be undertaken in line with procedures outlined by the Commission. This will be a remote audit (no site visit required as all documentation can be supplied electronically) and the work (with the exception of the inception meeting) will take place November 2024 to January 2025.</p>
Duration of the processing	Contract period June 2024 to January 2025. Personal data will be first shared in November 2024 to January 2025.
Nature and purposes of the processing	<p>LIFE (our project funder) requires an independent financial audit of the project. This work must be undertaken in line with procedures outlined by the European Commission provided in the <a href="#">Terms of Reference for the Certificate on the Financial Statements LIFE Action grants (Call 2017/2018) – see section 1.9 Scope of Work – Compulsory Report format and procedures to be performed</a>. This includes verifying the personnel costs claimed as part of the project (outlined in section 8, Personnel costs of section 1.9 of the terms of reference mentioned above).</p>
Type of Personal Data including any special category data	<p>For each person in the audit sample will include the following personal information:</p> <ul style="list-style-type: none"> <li>▪ their employment contract (or equivalent agreement);</li> <li>▪ assignment letter;</li> <li>▪ salary data;</li> <li>▪ payslips; and</li> <li>▪ time recording data.</li> </ul>
Categories of Data Subject	Staff working on the project
Plan for return and destruction of the data once the processing is complete	<p>Once the processing is complete, our policy is to return or delete all the client personal data upon the termination of the engagement with you pursuant to which we agreed to provide the services, unless otherwise required by applicable laws or other regulatory requirements. The final point is to be determined by the EU grant agreement and associated regulations.</p> <p><a href="https://www.pkf-l.com/about-us/our-policies/data-protection-privacy-notice/">https://www.pkf-l.com/about-us/our-policies/data-protection-privacy-notice/</a></p>
Transfers to third countries or international organisations	<p>We confirm that we will not transfer the personal data used for this contract to another country that is NOT deemed adequate for data protection purposes, e.g. outside the UK or EU/EEA. This includes cloud based storage.</p> <p>For information, our cloud based software 'Suralink' is hosted in Germany.</p>

Legal Basis for Processing	Contractual. Natural England and the project partners signed a grant agreement with EU LIFE. That includes the requirement for us to have an independent financial audit. We are therefore required to contract an independent auditor to undertake the work.
Special Terms	<p>1. The Processor shall comply with any further written instructions with respect to processing by the Controller.</p> <p>2. Any such further instructions shall be incorporated into this Schedule.</p>

### Contacts:

Natural England, 4th Floor, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX  
[foi@naturalengland.org.uk](mailto:foi@naturalengland.org.uk)

The Defra group Data Protection Officer is responsible for checking that Natural England complies with legislation. You can contact them at:

Department for Environment, Food and Rural Affairs, SW Quarter, 2nd floor Seacole Block, 2 Marsham Street, London SW1P 4DF  
[DefraGroupDataProtectionOfficer@defra.gov.uk](mailto:DefraGroupDataProtectionOfficer@defra.gov.uk)

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