



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

<b>1. Purchase Order Number</b>	TBC	
<b>2. Customer</b>	Natural England	
<b>3. Contractor(s)</b>	BMG	
<b>4. Defra Group Members</b>	The following Defra Group members will receive the benefit of the Deliverables:  Natural England	
<b>5. The Agreement</b>	<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>	
<b>6. Deliverables</b>	<b>Applicable Deliverables</b>	<b>Goods Only:</b> <input type="checkbox"/> <b>Services Only:</b> <input checked="" type="checkbox"/> <b>Good and Services:</b> <input type="checkbox"/>
	<b>Goods</b>	None
	<b>Services</b>	Ocean Literacy Survey in Sussex Bay
<b>7. Start Date</b>	28-10-24	
<b>8. Expiry Date</b>	28-02-25	
<b>9. Charges</b>	The Charges for the Goods and/or Services shall be as set out in Appendix 3 – Charges.	
<b>10. Payment</b>	Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice.	
<b>11. Contractor's Liability Cap (Clause 13.2.1)</b>	A sum equal to £5,000,000.	

12. Customer's Authorised Representative(s)	<div></div>		
13. Contractor's Authorised Representative	<div></div>		
14. Optional Intellectual Property Rights ("IPR") Clauses	<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>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.</b></p> <p><b>Default Option- Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.</b></p> <p><b>Option C: Contractor ownership of all New IPR with Customer rights for the current contract and broader public sector functions.</b></p>		
15. Progress Meetings and Progress Reports	The Contractor shall attend progress meetings with the Customer every two weeks.		
16. Address for notices	Customer:	Contractor:	
	<div></div>		
17. Key Personnel of the Contractor	Key Personnel Role:	Key Personnel Name:	Contact Details:
	<div></div>		
18. Procedures and Policies	N/A		
19. Special Terms	N/A		
20. Additional Insurance	N/A		
21. Further Data Protection Provisions	<p>The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:</p> <p><b>Yes:</b> <input type="checkbox"/></p>		

	No: <input checked="" type="checkbox"/>
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Signed for and on behalf of the <b>Customer</b>	Signed for and on behalf of the <b>Contractor</b>
<div></div>	
Date: 07-11-2024	Date: 28/10/2024
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## **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**

N/A

### **Appendix 3: Charges**

The contract is for £27 475 and the planned invoicing schedule is as follows:



#### Appendix 4: Processing Personal Data

<b>Contract:</b>	<b>Ocean Literacy Survey for Sussex Bay</b>
<b>Date:</b>	<b>07/11/2024</b>
<b>Description of authorised processing</b>	<b>Details</b>
Identity of Controller and Processor for each category of Personal Data	Natural England is the Data Controller for all aspects. BMG is processing on behalf of the controller.
Subject matter of the processing	'Ocean Literacy' in Sussex Bay area.
Duration of the processing	Over a 3 month period.
Nature and purposes of the processing	Survey Data to understand ocean literacy
Type of Personal Data	Postcode is the only possible PII collected as the rest of the information is given anonymously. NB Postcodes refer to more than one property. No personal contact details are collected.
Categories of Data Subject	A representative sample of the local population in this area.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	No data is shared from the controller. BMG (Processor) gathers the survey data through an online panel partner apart from the postcode no other identifiable PII is collected so the data destruction does not apply. However, the BMG policy is that all PII data is destroyed automatically after a 12 month period.
Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement	It is collected digitally by our Panel Partner using our secure survey platform. Data is stored within the UK in a secure server.

<p>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</p>	<p>There are no concerns with this type of processing. BMG Research have the following certifications/memberships: Company registered under the <b>Data Protection Act</b> - Registration No. Z5081943</p> <ul style="list-style-type: none"> <li>▪ <b>ISO 9001:2015</b> Quality Management System (governed by our QMS)</li> <li>▪ <b>ISO 20252:2012</b> Research Management System (governed by our QMS)</li> <li>▪ <b>ISO 27001:2022</b> Information Security Management System (governed by our ISMS)</li> <li>▪ <b>Data Protection Act 2018</b> and UK <b>General Data Protection Regulation</b> (Requirements governing processing/use of data) -</li> <li>▪ <b>Market Research Society Company Partner</b></li> <li>▪ <b>MRS Code of Conduct</b> (Market, Social &amp; Opinion Research governing body)</li> <li>▪ <b>IQCS</b> (Interviewer Quality Control Scheme to maintain</li> </ul>
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