

Standard Contract for Goods and/or Services - Order Form

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| 1. Purchase Order Number | PO 10070039538 | |
| 2. Customer | Natural England. | |
| 3. Contractor(s) | Baker Consultants | |
| 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"> a) this Order; b) the terms and conditions at Appendix 1; and c) the remaining Appendices (if any) in equal order of precedence. | |
| 6. Deliverables | Applicable Deliverables | Goods Only: <input checked="" type="checkbox"/> Services Only: <input type="checkbox"/> Good and Services: <input type="checkbox"/> |
| | Goods | <p>A terrestrial invertebrate survey and report of the North Thames Estuary & Marshes area, specifically compartments 'J1' (Low Street Pit) and 'J2' (European Metal Recycling site).</p> <p>The Goods are to be Delivered in accordance with the following instructions:</p> <p>Redacted under FOIA Section 43 Personal Information</p> |
| | | <p>Date of Delivery: Survey to be delivered in instalments as follows:</p> <ul style="list-style-type: none"> - Contract award 15th February. - Draft report & initial GIS outputs: 31st October (50% milestone) - Final report & final GIS outputs: 29th November (100% milestone). - Contract ends: 20th December. <p>Packaging Instructions: N/A</p> <p>Additional Delivery Instructions: Field work is described in the Request for Quote pack, and may be outside of normal office hours.</p> <p>Warranty Period: N/A</p> |

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| | Services | None. |
| 7. Start Date | 1 st April 2024 | |
| 8. Expiry Date | 20 th December 2024 | |
| 9. Charges | £9,329 (ex. VAT) | |
| 10. Payment | <p>Natural England will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award. The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order number. Payment of 50% of the total contract value will be made on receipt of a detailed invoice following completion (to the satisfaction of the Natural England Nominated Officer) of the field work and draft GIS outputs. The remaining 50% of the total contract value will be made on receipt of a detailed invoice following completion (to the satisfaction of the Natural England Nominated Officer) of all the milestones detailed above, and formal acceptance by them of the specified outputs i.e. final reports. All invoices should be dated no later than 20th December 2024.</p> <p>It is anticipated that this contract will be awarded for a period of 42 weeks (~ 10 months) to end no later than 20th December 2024. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in writing in advance of any work commencing and may be subject to further competition.</p> | |
| 11. Contractor's Liability Cap (Clause 13.2.1) | £10,000,000 (public liability) | |
| 12. Customer's Authorised Representative(s) | For general liaison your contact will continue to be Redacted under FOIA Section 43 Personal Information | |
| 13. Contractor's Authorised Representative | For general liaison your contact will continue to be Redacted under FOIA Section 43 Personal Information | |
| 14. Optional Intellectual Property Rights ("IPR") Clauses | All data captured and produced shall be fully owned by and copyrighted to Natural England. This shall include any intellectual property rights that might otherwise impede on Natural England's usage and data sharing of the outputs. Natural England may share any project outputs with third parties including for the purposes of additional analyses outside the final scope of any contract awarded against this statement of requirements. Any data supplied by Natural England to potential bidders and the successful contractor are for use in this project only and should not be retained once the bidding process (for unsuccessful bidders) or project (for the successful contractor) has been completed. In addition, neither bidders nor the successful contractor must pass such data on to any third parties unless with explicit prior permission from Natural England. The contractor is responsible for ensuring that all products submitted are of a satisfactory standard. The Natural England Nominated Officer may undertake a QA review of all project deliverables prior to approving subsequent payment for the work. | |
| 15. Progress Meetings and Progress Reports | A project inception meeting shall be held in May. A survey protocol and schedule shall be submitted before the first site visit. Teleconferences shall be held after each survey visit. A draft report including initial GIS outputs shall be submitted by 31 st October. A teleconference to discuss feedback on the draft report shall be held w/c 18 th November. A final report and final GIS outputs shall be submitted by 29 th November. A wash up meeting shall be held in mid-December. | |
| 16. Address for notices | Customer: | Contractor: |

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| | Natural England | Baker Consultants |
| | Redacted under FOIA Section 43 Personal Information | |
| 17. Key Personnel of the Contractor | Key Personnel Role: | Key Personnel Name: Contact Details: |
| | Redacted under FOIA Section 43 Personal Information | |
| 18. Procedures and Policies | <p>For the purposes of the Agreement:</p> <p>The Customer's Staff Vetting Procedures are: set out in Annex 1: Mandatory Requirements of the Request for Quote pack.</p> <p>The Customer's security / data security requirements are: set out on page 5-6 of the Request for Quote pack.</p> <p>The Customer's additional sustainability requirements are: set out on page 6 of the Request for Quote pack.</p> <p>The Customer's equality and diversity policy/requirements and instructions related to equality Law is set out on page 6 of the Request for Quote pack.</p> <p>The Customer's health and safety policy is: site specific Risk Assessment Method Statement (RAMS) to be agreed with the contractor upon appointment.</p> | |
| 19. Special Terms | No special terms have been identified at this stage. | |
| 20. Additional Insurance | No additional bespoke insurance beyond industry best practise is required. | |
| 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>Yes: <input checked="" type="checkbox"/></p> <p>No: <input type="checkbox"/></p> | |

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| Signed for and on behalf of the Customer | Signed for and on behalf of the Contractor |
| Name: | Name: |
| Redacted under FOIA Section 43 Personal Information | |
| Date: 16 th May 2024 | Date: 22 nd May 2024 |
| Signature: | Redacted under FOIA Section 43 Personal Information |

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

The Specification of Requirements can be found in Section 2 of the Request for Quote pack.

Appendix 3: Charges

The charges for the proposed survey of compartments J1 ('Low Street Pit') and J2 ('European Metal Recycling site') total £9,329 (ex. VAT).

Appendix 4: Processing Personal Data

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| Contract: | North Thames Estuary & Marshes – Terrestrial Invertebrate Survey 2024 |
| Date: | 16th May 2024 |
| Description of authorised processing | The project involves the sharing of a limited amount of personal data for the purpose of the contractor to contact landowners / occupiers / other land agents to undertake ecological survey work. |
| Identity of Controller and Processor for each category of Personal Data | Natural England is the Controller. Baker Consultants is the Processor. |
| Subject matter of the processing | See below. |
| Duration of the processing | Duration of contract, approximately 7 months. |
| Nature and purposes of the processing | Provision of landowner contact information for survey access purposes. |
| Type of Personal Data | Names, postal addresses, email addresses, telephone numbers and other contact details. |
| Categories of Data Subject | Landowner, occupier, land agent, other representative of landowner (such as family member). |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data | Personal data must be deleted from the Processor's systems and files, and an email sent to the Controller to confirm this has taken place. Any new personal data gathered incidentally whilst undertaking the contract also needs to be sent to the Controller before being deleted at the end of the contract. |
| Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement | The Contractor stores its data on business IT equipment, within a project e-filing structure, which is protected by MFA-enabled devices using cloud storage & backup via DropBox. However, no cloud storage will be used for any Personal Data shared under this Agreement – that data will be stored in separate desktop folders that will be configured so they are not backed-up to the cloud. |
| 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 | The Contractor's business IT equipment is kept safely within the home office environment. It is all password protected. The home office has a regular staff presence, and is rarely left unattended during office hours. The home office is kept secure. Should there be a breach of data security (such as theft of laptop etc.), the Processor (Colin Plant Associates) needs to notify the Controller (Natural England) within 48 hours of realising that the breach has taken place. Natural England will take any further steps required. |