

Standard Contract for Goods and/or Services - Order Form

1.	Purchase Order Number	TBC	
2.	Customer	Natural England	
_	0		
3.	Contractor(s)	SEUK & partners	
4.	Defra Group Members	The following Defi	ra Group members will receive the benefit of the Deliverables:
		Natural England	
5.	The Agreement	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.	
		Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.	
		The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):	
		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: □ Services Only: ⊠
			Good and Services:
		Goods	None
		Services	Research: Leveraging the potential of social enterprises in England to support marine nature recovery and its monitoring and evaluation
7.	Start Date	01-11-24	
8.	Expiry Date	28-02-25	
9.	Charges	The Charges for the Goods and/or Services shall be as set out in Appendix 3 – Charges.	
10.	Payment	Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice.	
11.	Contractor's Liability Cap (Clause 13.2.1)	A sum equal to £5,000,000.	

12. Customer's Authorised Representative(s)	For general liaison your contact will continue to be redacted under FOIA Section 40 Personal Information
13. Contractor's Authorised Representative	For general liaison your contact will continue to be Redacted under FOIA Section 40 Personal Information
14. Optional Intellectual Property Rights ("IPR")	The Customer has chosen Option B in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.
Clauses	<i>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.</i>
	Default Option- Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.
15 Drogroop Mostings and	Option C: Contractor ownership of all New IPR with Customer rights for the current contract and broader public sector functions.
15. Progress Meetings and Progress Reports	The Contractor shall attend progress meetings with the Customer every two weeks.
16. Address for notices	Customer: Contractor:
17. Key Personnel of the Contractor	Key Personnel Role: Key Personnel Contact Details: Name:
	Redacted under FOIA Section 40 Personal Information
	Redacted under FOR Section 40 Personal mormation
18. Procedures and Policies	N/A
19. Special Terms	N/A

20. Additional Insurance	N/A
21. Further Data Protection Provisions	The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below: Yes: □ No: ⊠

	Signed for and on behalf of the Customer	Signed for and on behalf of the Contractor
	Name:	Name:
R	edacted under FOIA Sectio	on 40 Personal Information

Appendix 1: Terms and Conditions

The Customer's Standard Good & Services Terms and Conditions which can be located on the <u>Natural England Website</u> and which are called 'Standard Goods & Services Terms and Conditions'

Appendix 4: Processing Personal Data

Contract:	Leveraging the potential of social enterprises in England to support marine nature recovery and its monitoring and evaluation
Date:	13.11.24
Description of authorised processing	
Identity of Controller and Processor for each category of Personal Data	Social Enterprise UK
Subject matter of the processing	SEUK membership data
Duration of the processing	Nov 2024 – Feb 2025
Nature and purposes of the processing	Identification and analysis of marine social enterprises – personal data will only be used for case study compilation
Type of Personal Data	Contact names, email addresses, postal addresses, job roles.
Categories of Data Subject	Members - (so Users/Customers/prospective customers - from SEUK's perspective)
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data Locations at which the Contractor and/or its subcontractors process	Signed consent forms will be scanned, uploaded to the project folder, and the hardcopies shredded. With the express written consent of the participants, this data will be held for the duration of the project and for three years afterwards. All personal data about interviewees, and any other project contacts, will be held in line with GDPR regulations. Social Enterprise UK will provide the independent researchers with access to their data through a data sharing agreement. The new data
Personal Data under this Agreement	that we collect through interviews for the case studies, will include: 1) audio recordings, 2) researcher fieldnotes, 3) transcripts of interviews
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	Both the independent researchers and Social Enterprise UK agree to immediately inform all parties of any breach of security with regards to personal data. Additionally, both parties agree to notify each other immediately if there is any breach of GDPR or the applicable data protection laws.