

Standard Contract for Goods and/or Services - Order Form

| 1. | Purchase Order Number | TBC | | |
|----|-----------------------|---|--|--|
| 2. | Customer | Natural England 2nd Floor Arndale House Manchester M4 3AQ | | |
| 3. | Contractor(s) | DSM GeoData Ltd | | |
| | | 5 Atholl Crescen | it . | |
| | | Edinburgh EH3 8EJ | | |
| | | ENIS SES | | |
| 4. | Defra Group Members | The following Defra 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 Goods Only: □ | | |
| | | Deliverables | Services Only: | |
| | | | Good and Services: □ | |
| | | Goods | None | |
| | | | | |
| | | | | |
| | | Services | Description: as set out in ANNEX 4 specification | |
| | | | | |
| | | | To be performed at - <i>TBC</i> | |
| | | | | |
| | | | Date(s) of Delivery: The project is anticipated to begin in early September 2024 with a target outputs delivery date of 20 th December 2024. Days of the week to be confirmed. | |
| | | | | |

| 7. | Start Date | September 2024 |
|-----|---|---|
| 8. | Expiry Date | December 2024 |
| 9. | Charges | The Charges for the Goods and/or Services shall be as set out below in Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement. |
| 10. | Payment | Payments will be made using the standard SSCL process, 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 | For general liaison your contact will continue to be |
| | Representative(s) | Redacted under FOIA Section 40 Personal Information |
| 40 | Occident and a Month and and | |
| 13. | Contractor's Authorised Representative | For general liaison your contact will continue to be Redacted under FOIA Section 40 Personal Informatio |
| | | |
| 14. | 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. |
| 15. | Progress Meetings and Progress Reports | will be established at start of contract to oversee project delivery. It is anticipated project progress meetings will be held monthly (by Teams) from the initial project inception meeting. • The Contractor shall attend progress meetings with the Customer every month |
| 16 | Address for notices | The Contractor shall provide the Customer with progress reports every month Customer: Contractor: Con |
| 16. | Address for notices | Redacted under FOIA Section 40 Personal Information |
| | | |
| 17. | Key Personnel of the Contractor | Key Personnel Role: Key Personnel Name: Contact Details: |
| | | Redacted under FOIA Section 40 Personal Information |

| | Redacted under | FOIA Section 40 Fersonal information | |
|--|---|--|--|
| 10 Propodures and Polisies | N/A | | |
| 18. Procedures and Policies | N/A | | |
| 19. Special Terms | N/A | | |
| 20. Additional Insurance | N/A | | |
| 21. Further Data Protection Provisions | on 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 | of the Customer | Signed for and on behalf of the Contractor | |
| Name: | | Name: | |
| Redacted unde | r FOIA Sect | tion 40 Personal Information | |

Signature:

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 2: Specification/Description

Works should be delivered in accordance with the specification detailed in Annex 4 240715MM, Green Infrastructure Mapping Database. Urban Habitat and Naturalness Mapping Phase 3 request for quote published on Contracts Finder.

Appendix 3: Charges

| Task | Task and deliverable | Completion | Payment |
|------|--|---------------------------------------|----------|
| no | | date | schedule |
| 1 | Following the overall approach set out in Annexes 5 and 6 , develop Broad and Detailed Urban Habitat Maps for the agreed Phase 3 roll out target areas. | 27 th September 2024 | 0% |
| 2 | Following the overall approach set out in Annexes 5 and 6 , develop Naturalness Maps and Combined Factor Naturalness Maps for the agreed Phase 3 roll out target areas. | 6 th December 2024 | 0% |
| 3 | Provide a technical report on experience of applying the Urban Habitat and Naturalness Mapping methodology detailing any variance or new aspects applied and making recommendations for refinement for consideration in developing the next generation iteration of Urban Habitat and Naturalness Mapping. | 10 th December 2024 | 0% |
| 4 | The project should deliver outputs that replicate those set out in section 8 of the User Guide (Annex 5) for the specified target areas. Deliver the spatial data outputs in GIS format compatible with ArcGIS Pro for the following outputs; Urban Habitat Broad Classification Maps for the listed target areas in tiles aligned with the Ordnance Survey National grid and in 5 x 5 Square kilometres tile sizes. Urban Habitat Detailed Classification Maps for the listed target areas in tiles aligned with the Ordnance Survey National Grid and of 5 x 5 square kilometres (same tile area as for Broad Classification). Accuracy assessments (Confusion matrices) for each APGB date tile for both the Broad and Detailed Urban Habitat Maps. Naturalness Maps covering the entire "target areas" as one map for each. GI Parcels (Combined Naturalness Factor Maps) covering the entire "target areas" as one map for each. | 20 th December | 0% |
| | Submission of invoice to Natural England | 6 th January 2025 | 100% |

Appendix 4: Processing Personal Data

| Contract: | 240715MM, Green Infrastructure Mapping Database. Urban Habitat and Naturalness Mapping Phase 3 |
|--|--|
| | Orban Habitat and Naturalitess Mapping Findse 3 |
| Date: | 29/08/2024 |
| | |
| Description of authorised processing | Details |
| processing | |
| | |
| Identity of Controller and Processor for each category of Personal Data | N/A |
| each category of Personal Data | |
| | |
| | |
| Subject matter of the processing | N/A |
| | |
| | |
| Duration of the processing | N/A |
| Nature and purposes of the | N/A |
| processing | |
| Type of Personal Data | N/A |
| .,,,- | |
| | |
| Categories of Data Subject | N/A |
| | |
| 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 | N/A |
| and/or its subcontractors process | |
| Personal Data under this Agreement | |
| Protective Measures that the | N/A |
| 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 | |
| Data Dieacii | |