Add NE Logo

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

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| 1. **Purchase Order Number** | It is to be confirmed | |
| 1. **Customer** | It is to be confirmed | |
| 1. **Contractor(s)** | It is to be confirmed | |
| 1. **Defra Group Members** | The following Defra Group members will receive the benefit of the Deliverables:  **Natural England** | |
| 1. **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):   1. this Order; 2. the terms and conditions at Appendix 1; and 3. the remaining Appendices (if any) in equal order of precedence. | |
| 1. **Deliverables** | **Applicable Deliverables** | **Goods Only:**  **Services Only:**  **Good and Services:** |
| **Goods** | The Goods are to be Delivered in accordance with the following instructions:  Natural England are exploring the use of replacing inefficient septic tanks and package treatment plants (PTPs) with PTPs that have a higher treatment efficiency for phosphorus and nitrogen to improve water quality in up to 27 catchments. For each catchment, we require estimates of the following:   1. Scale of opportunity: The scale of opportunity (in units) of upgrading inefficient septic tanks and PTPs in each catchment. This will need to be mapped using GI software. 2. Nutrient reduction: The potential nutrient reduction achieved (in kg/TP and kg/TN) for phosphorus and/or nitrogen depending on the NN catchment from replacing inefficient septic tanks and PTPs with more efficient PTPs. 3. Cost: The cost of delivering replacement PTPs and septic tanks at-scale.   In addition to the estimates above, the following deliverables are required:  • Methodologies: Will need to be developed based on Natural England’s existing methods and in consultation with Natural England and created using national datasets.  • Datasets & code: Natural England will need the ability to run the model independently once the commission is complete. Any datasets and code used to create the methodology, estimates and mapping will need to be made available to NE upon completion.  • Technical reports: The decided upon methodology will need to be written into a report to ensure it is reproducible by others. This should highlight any uncertainties where they arise.  These deliverables will need to be managed and administered by Natural England once the project is complete and are likely to be amended and updated over time.  Delivery Address: To be confirmed  Date of Delivery: To be confirmed but before September 2025  Packaging Instructions: To be confirmed  Additional Delivery Instructions: None  Warranty Period: **To be confirmed** |
| **Services** | - A project inception meeting by video call (e.g. MS Teams/Zoom) within the first week of the project start. All costs associated with attending the inception meeting must be incorporated into the fixed price. The successful Tenderer must identify individuals who will manage the project and nominate a representative for day-to-day contact with the authority’s project officer.  Fortnightly calls with the project steering group to provide updates on progress in line with agreed deliverables and milestones, emerging findings, get knowledge input and feedback on deliverables if necessary.  To be performed at to be confirmed  Date(s) of Delivery: to be confirmed but before September 2025  To be performed on fortnightly calls throughout contract duration |
| 1. **Start Date** | *To be confirmed* | |
| 1. **Expiry Date** | *To be confirmed* | |
| 1. **Charges** | The Charges for the Goods and/or Services shall be as set out [below ***[£35,000 - £49,999]*** in [Appendix 3 – Charges]]. The Charges are fixed for the duration of the Agreement. | |
| 1. **Payment** | Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice. | |
| 1. **Contractor’s Liability Cap (Clause 13.2.1)** | A sum equal to £5,000,000 | |
| 1. **Customer’s Authorised Representative(s)** | For general liaison your contact will continue to be  Max Glasser – max.glasser@naturalengland.org.uk  or, in their absence,  Rupert Hammond – Rupert.hammond@naturalengland.org.uk | |
| 1. **Contractor’s Authorised Representative** | For general liaison your contact will continue to be  To be confirmed  or, in their absence,  To be confirmed | |
| 1. **Optional Intellectual Property Rights (“IPR”) Clauses** | The Customer has chosen Option (to be confirmed) [**A][B(Default Option)][C**] in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions. | |
| 1. **Progress Meetings and Progress Reports** | * The Contractor shall attend progress meetings with the Customer every 2 weeks * The Contractor shall provide the Customer with progress reports every 2 weeks | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | Natural England, Foss House,  Kings Pool, 1-2 Peasholme Green,  York, YO1 7PX  Attention: Max Glasser  Email: max.glasser@naturalengland.org.uk | To be confirmed  Attention: To be confirmed  Email: To be confirmed | |  | | |
| 1. **Key Personnel of the Contractor** | |  |  |  | | --- | --- | --- | | **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** | |  |  |  | | To be confirmed | | | |  |  |  | | |
| 1. **Procedures and Policies** | For the purposes of the Agreement: ***[add/amend/delete as necessary]*** [The Customer’s Staff Vetting Procedures are: [**Insert *details/contained in [*Insert *link to relevant policy****].* *[****Example 1:*** *The Customer requires the Contractor to ensure that any person employed in the Delivery of the Goods and/or Services has undertaken a disclosure and barring service check.]**[****Example 2:*** *Details of what the Customer considers to be a Relevant Conviction for the purposes of clause 6.4 of the terms and conditions].* [The Customer’s security / data security requirements are: [**Insert *details/contained in [*Insert *link to relevant policy***].  [The Customer’s additional sustainability requirements are: [**Insert *details/contained in [*Insert *link to relevant policy***].  [The Customer’s equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy [is/are] [**Insert *details/contained in [*Insert *link to relevant policy***].  [The Customer’s health and safety policy is: [**Insert *details/contained in [*Insert *link to relevant policy***]. | |
| 1. **Special Terms** | Special Term 1 – N/A | |
| 1. **Additional Insurance** | N/A | |
| 1. **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:** | |

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| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor** |
| Name:  [**Insert** name]  [**Insert** job title] | Name:  [**Insert** name]  [**Insert** job title] |
| Date: | Date: |
| Signature: | Signature: |

**Appendix 1: Terms and Conditions**

The Customer’s Standard Good & Services Terms and Conditions which can be located on the [Natural England Website](https://eur05.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fgovernment%2Forganisations%2Fnatural-england%2Fabout%2Fprocurement&data=05%7C01%7Cdaniel.lavender%40dlapiper.com%7Ce61b389c5e15470f278e08dbcc060e37%7Ce855e7acc54640d299f7a100522010f9%7C1%7C0%7C638328098969691096%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=ymInFtzabvMF3T9or361i03D%2B4kyuzgt8T5CzJeS7Gc%3D&reserved=0) and which are called ‘Standard Goods & Services Terms and Conditions’

**Appendix 2: Specification/Description**

[***Guidance note: Tender specification and Contractor’s tender response to be included here (if applicable)***]

**Appendix 3: Charges**

[***Guidance note: Include a clear breakdown of the charges in as much detail as necessary***]

**Appendix 4: Processing Personal Data**

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| **[XXXX]** |
| **Contract:** |
| **Date:** | **[XXXX]** |
| **Description of authorised processing** | **Details** |
| Identity of Controller and Processor for each category of Personal Data |  |
| Subject matter of the processing |  |
| Duration of the processing |  |
| Nature and purposes of the processing |  |
| Type of Personal Data |  |
| Categories of Data Subject |  |
| 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 Personal Data under this Agreement |  |
| 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 |  |