Add NE Logo

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

|  |  |  |
| --- | --- | --- |
| 1. **Purchase Order Number** | To Be Confirmed | |
| 1. **Customer** | Joshua Turner  Natural England  Foss house, Kings Pool,  1-2 Peasholme green, York,  YO1 7PX | |
| 1. **Contractor(s)** | 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:** |
| **Services** | In Appendix 2 – Specification / Description  To be performed at ***the Contractor’s premises and/or a third party’s premises and in each case the address****).*  Date(s) of Delivery: 15/10/2025 - 31/03/2026 |
| 1. **Start Date** | *15/10/2025* | |
| 1. **Expiry Date** | *31/03/2026* | |
| 1. **Charges** | The Charges for the Goods and/or Services shall be as set out 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  Joshua Turner  [Josh.turner@naturalengland.org.uk](mailto:Josh.turner@naturalengland.org.uk)  or, in their absence,  Michael Hartup  [Michael.Hartup@naturalengland.org.uk](mailto:Michael.Hartup@naturalengland.org.uk) | |
| 1. **Contractor’s Authorised Representative** | For general liaison your contact will continue to be  [**Insert *contract manager name and contact details***]  or, in their absence,  [**Insert *secondary name and contact details***]. | |
| 1. **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. | |
| 1. **Progress Meetings and Progress Reports** | * The Contractor shall attend progress meetings with the Customer every month. * The Contractor shall provide the Customer with progress reports every month. | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | Joshua Turner  Natural England,  Foss House,  Kings Pool, 1-2 Peasholme Green,  York, YO1 7PX  Attention: Mr  Email: josh.turner@naturalengland.org.uk | [**insert *name*** ***and address of Contractor*]**  Attention: **[insert *title***]  Email: [**insert *email address***] | |  | | |
| 1. **Key Personnel of the Contractor** | |  |  |  | | --- | --- | --- | | **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** | |  |  |  | |  | | | |  |  |  | | |
| 1. **Special Terms** | None | |
| 1. **Additional Insurance** | None | |
| 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:** | |

|  |  |
| --- | --- |
| 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**

NCEA England Peat Map Soils Analysis

Natural England is the Government's adviser for the natural environment in England. We help to protect and restore our natural world. As part of our science and evidence activities, we are a key delivery partner of the Natural Capital & Ecosystem Assessment (NCEA) programme which is led by Defra as part of the Governments Major Projects Portfolio.

The Natural Capital & Ecosystem Assessment (NCEA) is a transformative programme to understand the extent, condition and change over time of environmental assets across England's land and water environments, supporting the government's ambition to improve the environment within a generation.

Background to the specific work area relevant to this purchase

The NCEA England Peat Map (EPM) project is working on refining maps for the extent, depth, and condition of peaty soils across England. To achieve this, we require laboratory analysis of soil samples to determine their organic matter content. Soil analysis is required up until the 31st of March 2026.

Requirement

The Contractor will:

1. Receive and document samples arriving via post from field surveyors.
2. Weekly provide a list of samples received to Natural England and highlight any issues e.g. illegible writing, missing labels.
3. Store samples in a cool, dry environment until analysed.
4. Undertake analysis within a month of receiving the sample.
5. Perform loss on ignition analysis on up to 1800 samples.
6. Provide loss on ignition and related data to Natural England.
7. Have a robust quality control process to ensure the accuracy of the data collected/provided to Natural England.

**Method**

1. Double-check for labelling on sample bag with information provided in accompanying paperwork.
2. Keep a record of errors and report without delay.
3. Dry the sample in a forced air circulation drying oven (105°C for at least 16 hours).
4. Obtain a representative two grams ± 0.2 g subsample (provide detail of the method). Place in a furnace crucible of known weight. Record weight of the subsample to 0.01g. The subsampling is to be carried out without stopping mid-way to minimise absorption of moisture from the air.
5. Place in the furnace set to 375°C with ramp rate of 6°C/min and hold time at target temperature of 16h.
6. Remove sample from the furnace and cool in a desiccator. Determine weight of residue once cooled down without delay.
7. Provide the loss on ignition results, associated data, and issues log in a timely fashion (reporting frequency to be agreed).

**3.5 Required outputs**

An Excel spreadsheet including sample identification number, surveyor name, date received, date of analysis, percentage organic content, notes.

**3.6 Expertise required**

Ideally the supplier should be UKAS accredited to ISO/IEC 17025:2017 and ISO 45001:2018.

In the absence of suitable accreditation for ISO/IEC 17025:2017 the supplier will need to demonstrate their:

* Ability to produce precise, accurate tests.
* Technical competency of staff.
* Suitability and Maintenance of test equipment.
* Standing operating procedure for analysis.
* Quality assurance of test data.

In the absence of suitable accreditation for ISO 45001:2018, the supplier will need to demonstrate the following:

* Health & Safety policy
* Risk assessment for proposed work and associated method statement
* Evidence of adequate training for staff delivering the requirement, and where appropriate qualifications
* Evidence of a health and safety monitoring and review process

**3.7 Intellectual Property Rights**

The Intellectual Property Rights resulting from the work shall belong to Natural England and the cover of all reports or drawings will include a statement © Natural England and the date of creation. Also see contract terms and conditions for more detail.

**3.8 Contract Period**

The contract period will be from the commencement of the contract up until the 31st March 2026.

Sustainability

Natural England protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains. We expect the Contractor to share this commitment and adopt a sound, proactive sustainable approach in keeping with the 25-yr environmental plan/our commitments compliant with all applicable legislation. This includes understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to; resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity & inclusion, negative community impacts.

As a delivery partner, the successful contractor is expected to pursue sustainability in their operations, thereby ensuring the Contracting Authority is not contracting with a supplier whose operational outputs run contrary to the Contracting Authority’s objectives. The successful contractor will need to approach the project with a focus on the entire life cycle of the project.

Specifically the contractor will be expected to dispose of unused soil, ash, and packaging in a sustainable way to minimise their impact on the environment.

Outputs and Contract Management

Payments will be made monthly on a cost per sample basis. The payment schedule below is indicative of the expected number of samples that will need processing each month.

|  |  |  |  |
| --- | --- | --- | --- |
| Reference | Deliverable | Responsible Party | Date of completion |
| Milestone | Payment Schedule | Milestone Date | Payment Date |
| Contract Start | N/A | TBC | N/A |
| First Data Report |  | 31/10/2025 | 07/11/25 |
| Second Data Report |  | 30/11/2025 | 5/12/25 |
| Third Data Report |  | 31/12/2025 | 9/01/26 |
| Fourth Data Report |  | 31/01/2026 | 06/02/26 |
| Fifth Data Report |  | 28/02/2026 | 06/03/26 |
| Final soil samples posted to supplier. | N/A | TBC | N/A |
| All data and documentation received by client. | Final payment | 25/03/26 | 31/03/26 |

**Appendix 3: Charges**

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

**Appendix 4: Processing Personal Data**

|  |  |
| --- | --- |
|  |  |
| **[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 |  |