1. These terms and conditions apply to the attached Purchase Order and confirm that based on your written request, Natural England (“NE”) has agreed to make a fixed contribution for the amount set out in the Purchase Order (which includes all relevant taxes) towards the Project detailed in the Purchase Order. If the Project relates to research you also agree to comply with the Joint Code of Practice for Research (available on www.gov.uk/government/organisations/natural-england).
2. The contribution is made on the basis that all goods and / or services defined in the Purchase Order shall be delivered in accordance with the requirements of the Sales of Goods Act 1979 and the Supply of Goods and Services Act 1982 (as amended from time to time) and on the basis that you have full capacity and authority and all necessary consents to enter into and deliver this Project and that this agreement is executed by a duly authorised representative.
3. Unless otherwise specified in the Purchase Order, NE shall pay undisputed sums due to you within 30 calendar days of receipt and agreement of invoices, submitted monthly in arrears, for work completed to the satisfaction of NE. Any invoices submitted by you shall contain the purchase order number provided by NE. Invoices shall be submitted to SSCL Finance, Room 211, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX.
4. Natural England by providing funding does not incur any responsibilities or liability as an employer, either of the project officer or anyone else who is involved in the work of the project as resources supplied by the other Party.
5. All Parties to this agreement will be responsible for providing the personnel, accommodation, equipment and services needed to deliver the outputs as detailed in the agreement. These include- line management of staff provided, training or those staff and volunteers, equipment, employer health and safety obligations, paying staff salaries, on costs, expenses, sick pay, pension, maternity, redundancy or other payments to which the staff and volunteers may be entitled.
6. If any of the individuals named as a resource being provided by a Party is unavailable for whatsoever reason, the Party shall offer an alternative member of staff with equivalent skill sets to the reasonable satisfaction of the other Party.
7. In delivering this Project you shall comply with all applicable health and safety legislation, rules or guidance including any specific health and safety requirements that NE may specify from time to time.
8. In delivering this project you shall be responsible for any sub-contracting of work which shall be carried out in line with robust procurement standards, and will comply with all relevant domestic and European legislation.
9. If Intellectual Property Rights (IPR) are relevant, except in the case of pre-existing Intellectual Property Rights (Existing IPR) which may be supplied as part of the Project NE shall be the owner of any and all Intellectual Property Rights (IPR) created in the delivery of the Project and you hereby assign such IPR and any materials embodying such rights upon delivery or payment of the contribution. You also agree to grant NE a non-exclusive licence to use the Existing IPR in order to make use of the Project deliverables. NE grant you a non-exclusive perpetual royalty free licence to use the resulting IPR provided that such use does not extend to commercial exploitation.

## Where you are processing personal data (as defined by the Data Protection Act 1998 (DPA)) as a data processor for NE you shall ensure that you comply with all the requirements of the DPA. In all instances you will obtain prior written consent from NE in order to transfer the personal data to any other party for delivery of the Project.

### Both you and NE acknowledge that you may be subject to the requirements of the Freedom of Information Act 2000 (”FOIA”) and the Environmental Information Regulations 2004 (“EIR”) and shall assist and co-operate with each other to enable compliance with these requirements if applicable.

### The party receiving the request shall be responsible for determining at its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR or is to be disclosed in response to a request for information. Both you and NE will take reasonable steps to inform the other if you receive a request but both you and NE acknowledge that the other may disclose information without consultation. You acknowledge that NE places great emphasis on confidentiality, integrity and availability of information and consequently on the security of your premises and the security of any of your systems. You also acknowledge the confidentiality of NE’s Data. You shall be responsible for the security of any your systems and shall at all times provide a level of security which is in accordance with any applicable rules and legislation, Good Industry Practice and in particular Cabinet Office guidance on Data handling Procedures in Government.

### You acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. Natural England shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, you hereby gives your consent for Natural England to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the Contract, to the general public. Natural England may consult with you to inform its decision regarding any exemptions but Natural England shall have the final decision in its absolute discretion. You shall assist and cooperate with Natural England to enable Natural England to publish this Agreement.

### Either party may terminate this agreement by written notice to the other party with immediate effect if that other party commits a default and if the default is not remedied within 30 days, or such other period as may be agreed between the parties, after issue of a written notice specifying the default and requesting it to be remedied; or the default is not capable of remedy; or the default is a fundamental breach of the agreement. NE will have no liability to make any further payment to you if NE terminates this agreement in accordance with this clause. All notices should be addressed to Natural England at the office on the Purchase Order and your address as per the details on the Purchase Order.:

## Neither party to this agreement excludes or limits liability to the other for death or personal injury caused by its negligence or for any breach of any obligations implied by section 12 of the Sale of Goods Act 1979. Subject to this clause, yours and NE’s total liability arising under, or in connection with this agreement, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited to the value of the contribution specified in this letter. Subject to this clause, neither you nor NE will be liable to the other for any indirect, special or consequential loss or damage; or any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).

## Any disputes arising in connection with this agreement will normally be resolved amicably at a working level. In the event of failure to reach consensus, then such failure shall be handled in the following manner. The dispute shall in the first instance be referred to NE’s Project Officer or manager in the organisation of similar standing and to your nominated equivalent officer for resolution at a meeting to be arranged as soon as practicable after the failure to reach consensus arises. If the dispute cannot be resolved in a reasonable time period after such referrals, then the dispute shall be referred to NE’s Head of Legal and to your nominated equivalent officer for resolution at a meeting to be arranged as soon as practicable. If the dispute cannot then be resolved in a reasonable time after such referral, the parties can pursue an appropriate legal remedy.

## You undertake not to use the name, logo, trademarks or other identity of NE for any advertising or publicity purposes or otherwise without NE's express prior written consent. You shall not without NE’s express prior written consent copy, publicise or make available to any third party any information supplied by NE for the purposes of the Order.

## In accordance with government restrictions on marketing and advertising expenditure by public bodies, no part of the funding provided by Natural England may be used for such activities.

## This agreement constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement relating to the subject matter of this Project unless Natural England and you have negotiated other contract terms under the contract reference number printed on the Order in which case these shall prevail. For the avoidance of doubt this agreement does not constitute a partnership or joint venture of any kind between the parties.

## The terms of this agreement shall be interpreted in all respects in accordance with English law.

## You are agreeing to these terms and conditions by commencing work on the Project or by confirming your acceptance in writing or by submitting a request for payment.