Clarifications to Bidder’s Questions:

Lesser black-backed gull storage and dissection

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| 1 | Can s.11 of the Order be updated – our contracts team suggest the cap is 150% of the price in order. | The £5 million amount is a standardised amount and unfortunately this cannot be changed while the bidding is live. I will need to speak to my legal team about reducing this, however likely I won't get be able to get a response before the bidding deadline |
| 2 | Please note, we are relying on NE for delivery so late delivery of services based on delays on their part should not be deemed an automatic default. | A timetable for delivery will be agreed with the successful contractor which incorporates any reliance on NE to deliver. |
| 3 | Do NE intend to provide a materials transfer agreement? | We hadn't planned on setting up a material transfer agreement. I would need to speak to colleagues who have worked on similar projects with experience of this if critical. |
| 4 | With regard to option B of the IPR clause, UKCEH would be interested in publication rights or acknowledgement in academic papers, to meet our charitable aims - can NE confirm their position on this? | On publication rights or acknowledgements in academic papers: NE is happy for publications to take place, as long as NE is notified/sighted of the publication in advance so we can manage any risks to the organisation. We would hope the metabarcoding contract supplier (next step following dissection) if choosing to publish any reports or academic papers would acknowledge/consider authorship of the dissection supplier, however I don't believe this is for NE to pre-determine in a contract. Any reports published by Natural England will certainly acknowledge all contributing suppliers. I can formalise some wording to go into the agreement. |