





Standard Contract for Goods and/or Services - Order Form

1. Purchase Order Number	Not Known	
2. Customer	Natural England	
3. Contractor(s)	Marine Ecological Solutions Newlands, School Road Nomansland Salisbury SP5 2BY	
4. Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables: Natural England DEFRA EA CEFAS	
5. The Agreement	<p>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.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.</p> <p>The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):</p> <ul style="list-style-type: none"> 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 Deliverables	Goods Only: <input type="checkbox"/> Services Only: <input checked="" type="checkbox"/> Good and Services: <input type="checkbox"/>
	Goods	NA
	Services	<p>Scuba surveys in St Austell Bay and surrounding South Cornwall sites.</p> <p>St Austell Bay</p> <p>Date(s) of Delivery: 9th - 11th September 2024</p> <p>To be completed as agreed and subject to future planning which will be agreed within the Dive Plan.</p>
7. Start Date	31/07/2024	

8. Expiry Date	31/12/2024
9. Charges	The Charges for the Goods and/or Services shall be as set out 44,340 The Charges are fixed for the duration of the Agreement.
10. Payment	<p>Payments will be made to Marine Ecological Solutions Ltd as according to the costing and services delivered.</p> <p>[Guidance note: To avoid confusion, you may wish to add the following to ensure that the supplier is clear on how payments will be made unless alternative arrangements have already been agreed] "payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice.]</p>
11. Contractor's Liability Cap (Clause 13.2.1)	<p>[A sum equal to £5,000,000].</p> <p>Or</p> <p>[Insert an alternative cap (Value / % of contract value) on the Contractor's liability, providing the risk assessment has been undertaken before using this option]</p>
12. Customer's Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>Redacted under FOIA Section 40 Personal Information</p>
13. Contractor's Authorised Representative	<p>For general liaison your contact will continue to be</p> <p>Redacted under FOIA Section 40 Personal Information</p>
14. Optional Intellectual Property Rights ("IPR") Clauses	<p>The Customer has chosen Option B in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.</p> <p>(Default Option- Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.</p> <p>Option B reflects a more standard position on ownership of IPRs and should be considered the default option. This should be used where the Customer should retain ownership of any New IPR and ensure that the Contractor cannot use it outside of Agreement delivery.)</p>
15. Progress Meetings and Progress Reports	<p>The Contractor shall attend progress meetings with the Customer every Month</p> <p>The Contractor shall provide the Customer with progress reports once agreed</p>
16. Address for notices	<p>Customer:</p> <p>Contractor:</p> <p>Redacted under FOIA Section 40 Personal Information</p>

	@naturalengland.org.uk						
17. Key Personnel of the Contractor	<table border="1"> <thead> <tr> <th>Key Personnel Role:</th><th>Key Personnel</th><th>Contact Details:</th></tr> </thead> <tbody> <tr> <td colspan="3">Redacted under FOIA Section 40 Personal Information</td></tr> </tbody> </table>	Key Personnel Role:	Key Personnel	Contact Details:	Redacted under FOIA Section 40 Personal Information		
Key Personnel Role:	Key Personnel	Contact Details:					
Redacted under FOIA Section 40 Personal Information							
18. Procedures and Policies	<p>For the purposes of the Agreement:</p> <div>  policy-hs.pdf  4159562750working-with-boats-operation </div>						
19. Special Terms	N/A						
20. Additional Insurance	<p>N/A</p> <p><i>[Guidance note: Customer to include any additional express insurance requirements. Default of the Agreement is only for insurance to be in place in line with industry best practice]</i></p>						
21. Further Data Protection Provisions	<p>The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:</p> <p>Yes: <input type="checkbox"/></p> <p>No: <input checked="" type="checkbox"/></p>						

Signed for and on behalf of the Customer	Signed for and on behalf of the Contractor
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Redacted under FOIA Section 40 Personal Information

Appendix 1: Terms and Conditions

The Customer's Standard Good & Services Terms and Conditions which can be located on the [Natural England Website](#) and which are called 'Standard Goods & Services Terms and Conditions'

1. Introduction

This project will support the drive for new approaches to decision making, based on the Natural Capital approach through the marine Natural Capital and Ecosystem Assessment (NCEA) Programme. This means using comprehensive evidence of the benefits provided by marine habitats and species (food, carbon storage, well-being etc.) to give a full picture of the trade-offs associated with making complex environmental decisions concerning the marine environment.

During the 2017/18 assessment of the state of the UK marine evidence gathering programmes, a major evidence gap was identified in relation to inshore fish (UKMMAS, 2018). This gap relates to the overall fish diversity, species distribution and population (or stock) levels for all quota and non-quota species that occur predominantly within the 12 nm inshore area, especially those that occur predominantly in waters of <20 m water depth and so are not sampled representatively by existing trawl surveys. Filling this gap will facilitate improved assessments relating to the status of fish in English waters for the purposes of assessing progress toward Good Environmental Status which was previously based largely on catch data targeting commercial stocks in deeper waters.

The UK Marine Biodiversity Monitoring Strategy outlines the three types of monitoring strategies (Kröger & Johnston, 2016). Operational monitoring seeks to measure state and relate observed change to possible causes, while investigative monitoring seeks to investigate the cause of change. These two types of monitoring strategies aim to answer specific questions that are usually discrete in both space and time.

Sentinel monitoring aims to measure rate and direction of long-term change. This type of monitoring provides the context to distinguish directional trends from short-scale variability in space and time by representing variability across space at any one time and documenting changes over time. To achieve this objective efficiently, a long-term commitment to regular and consistent data collection is necessary. This means time-series must be established as their power in identifying trends is far superior to any combination of independent studies. It is this monitoring type that will help achieve the goals of the mNCEA programme and the aims and objectives of this programme.

The sentinel monitoring programme will be based on broadscale habitats within discrete inshore locations, using multiple methods, designed to deliver the aims and of the mNCEA programme for inshore fish and cephalopods. This is a request for quotation for the scuba diving element of this multi-method programme.

2. Site information and survey area

This survey will collect baseline data on inshore fish and cephalopods from subtidal seagrass beds, kelp forests and maerl beds in South Cornwall (St. Austell Bay and Veryan Bay areas). Suggested survey areas, identified from broadscale habitat data, are shown in Figure 1.

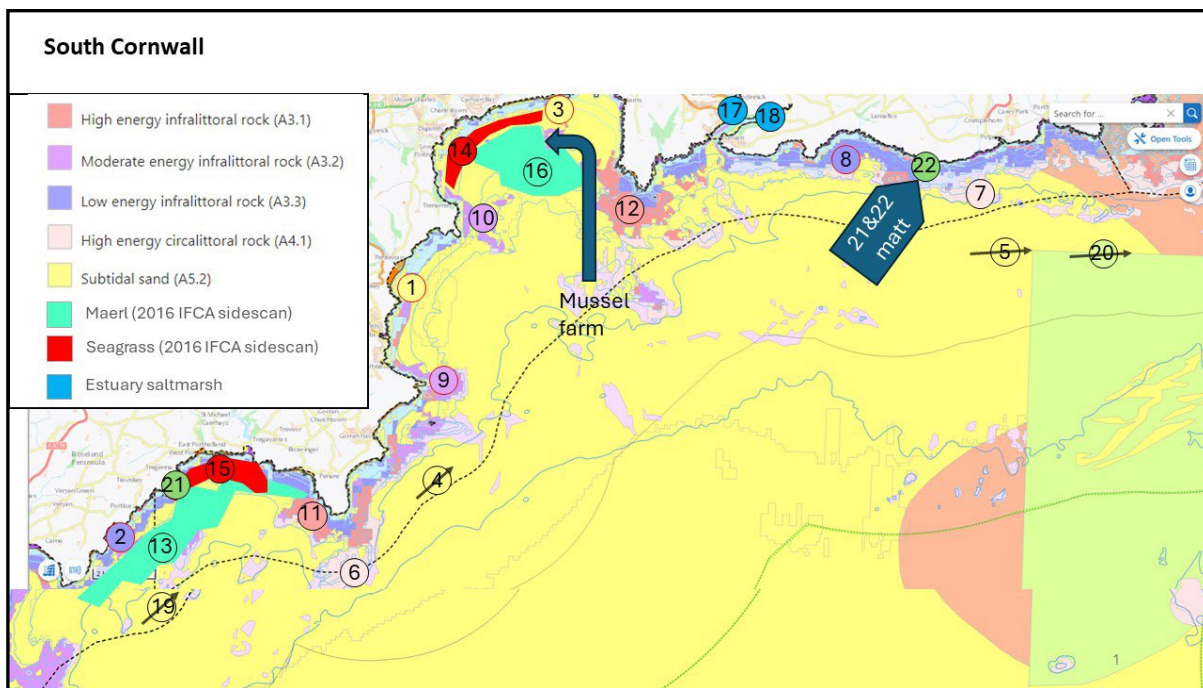


Figure 1 - Map of South Cornwall survey area including relevant habitat types.

Exact survey sites will be confirmed in conjunction with the contractor once the contract is awarded. Dive survey locations are habitat-specific, with two sites suggested per habitat type:

- 11 & 12 – kelp
- 14 & 15 – seagrass
- 13 & 16 - maerl

3. Previous Surveys

There are no published studies utilising scuba divers to conduct inshore fish surveys in South Cornwall (St. Austell Bay and Veryan Bay).

In 2023, the Natural England Dive Unit undertook seagrass monitoring and some fish surveys in St. Austell Bay. The results of this survey are being analysed – the data can be shared with the contractor. The NE Dive Unit also undertook maerl surveys in Falmouth Bay to St. Austell Bay SPA in 2023. The report is in draft but will be shared with the winning supplier upon contract award. Full reference list of surveys and reports available in Appendix 1.

4. Aims & Objectives

Natural England intends to commission ecological dive survey work ideally between August – September 2024 to obtain fish and cephalopods data in South Cornwall.

The key aims of this project are:

- a) To provide a team of scientific divers to undertake the fish and cephalopod transect surveys. Natural England may be able to provide 1 diver to supplement the contractors team. Under this project, the winning supplier will act as 'Dive Contractor' and Natural England will act as the 'Client' in line with Diving at Work Regulations 1997.
- b) Record the biological and environmental data on each location following the requirements in Contract Requirements and Appendix 2: Data Requirements. Details of the required determinants will be provided following the contract award.
- c) Produce a dive survey report, detailing sampling methods, survey design, observations and recommendations which will inform future assessments of inshore fish and cephalopod populations as part of the marine Natural Capital and Ecosystem Assessment (mNCEA) approach.

The survey aims to answer the following questions for fish and cephalopods (see Appendix 2 for further details):

- Which species (higher taxonomic rank for cephalopods may be required) are observed in seagrass/kelp/maerl habitats?
- What is the relative abundance of each species? (e.g. maximum number of individuals seen at one time on dive, or sightings per unit time)
- Where are fish and cephalopod species observed within the habitat? (e.g. are they present within the structure/vegetation or swimming in the water column over the habitat?)
- Are specific behaviours observed that help demonstrate why the habitat is important for each species? (e.g. are fish seen feeding/foraging, taking refuge in vegetation, burrowing, wrasse cleaning stations, swimming in water column etc.)
- Are fish or cephalopod eggs or nests observed?
- Determine, where possible, approximate sizes (and inferred life stages) of recorded species (see Appendix 2: Data Requirements).

5. Contract Requirements

Contractors will be required to:

- Undertake survey planning and preparation.
- Provide a team of suitably qualified and experienced scientific divers and supervisor to undertake the survey. Note: Natural England may be able to provide 1 diver to supplement the contractors team. Under this project, the winning supplier will act as 'Dive Contractor' and Natural England will act as the 'Client' in line with Diving at Work Regulations 1997. The

survey must be carried out in accordance with Approved Code of Practice for Scientific and Archaeological Diving.

- The survey is preferred to be completed in August 2024 but can extend into early September 2024. Note: a provisional booking of the Celtic Cat MCA coded dive vessel (Porthkerris Divers) has been made for the dates (12th – 15th August and 27th – 30th August), has been separately contracted by Natural England. The winning contractor may choose to use this vessel or one of their own. Accommodation is expected to be booked by the contractor.
- Collect data using a belt transect method. Suggested methods are set out in Appendix 3; the contractor may adapt this methodology in agreement with Natural England. Videography and imagery should also be collected as part of the dive survey.
- Record information about seahorses if found whilst undertaking surveys, including taking photographs without flash. Inform Natural England as soon as possible after making the record and comply with the terms of Natural England's or the contractor's own seahorse license.
- Report the detailed findings of the project Marine Recorder files, MEDIN compliant metadata, a confidence assessment of the data outputs and standard survey imagery.
- Provide a survey report which must:
 - Detail the work undertaken and perform basic statistical analyses of data. Please note full multivariate analyses will be undertaken separately to this contract, comparing inshore fish data from across a suite of habitats using multiple survey techniques (BRUV, fish trips, eDNA and dive surveys).
 - Evaluate the effectiveness of the data collection method, techniques and technical equipment. This should include limitations and recommendations for future work.
 - Record information about seahorses if found whilst undertaking surveys, including taking photographs without flash. Inform Natural England as soon as possible after making the record and comply with the terms of Natural England's or the contractor's own seahorse license.
 - Report the detailed findings of the project in succinct and clear final reports, including appropriate GIS outputs, Marine Recorder files, MEDIN compliant metadata, a confidence assessment of the data outputs and standard survey imagery. Supply a dataset including full species list.

A broadscale habitat map of South Cornwall is shown in Figure 1 with required maerl beds and kelp, suggesting two sites per habitat. The final dive site locations will be agreed in advance between the contractor and Natural England during start up meetings, as both BRUV and fish trap surveys will occur on the same sites (undertaken by separate contractor). Natural England has recent data for maerl and seagrass bed distribution. Information from local Seasearch dives and acoustic data will be used to inform the final locations for surveying in kelp. Seagrass habitat should be prioritised first. Contractors should provide quotes based on this information; we would expect dive surveys to take no longer than 4 days.

NE Version 1.0

6. Methods

7. Pre-survey Deskwork

Before the survey is carried out the contractor will discuss any pre-survey work with the Project Officer. This should include checking site information, identifying sources of relevant information and finalising diving methods.

To ensure the successful contractor complies with the Diving at Work Regulations and appropriate Health and Safety Executive Approved Code of Practice; is competent for the work and aware of hazards associated with the project; and are maintaining full records of all such projects; a Diving Project Plan and risk assessment must be submitted by the contractor to the Natural England Diving Officer for approval. Copies of qualifications, medical certificates and first aid certificates should be provided to the Natural England Diving Officer by the Contractor.

8. Site Access

Natural England will obtain permission from seabed owners, Port Authorities, or leaseholders for survey work as necessary. Each member of the survey team must carry a letter from Natural England to confirm that they are doing this work on the behalf of Natural England. Survey work will not be able to begin until access permissions have been obtained by Natural England.

9. Protected Species & Licensing

Natural England is currently in the process of renewing an application for a licence under the Wildlife and Countryside Act 1981 (as amended) to disturb short-snouted seahorse (*Hippocampus hippocampus*) and spiny seahorse (*Hippocampus guttulatus*) for the purpose of scientific research. Once the licence is granted, any volunteer or contractor must be accompanied by the Natural England licence holder or a named agent when diving, as only the licence holder or named agents are authorised to carry out the licence activities. If the contractor is not accompanied by Natural England staff, the contractor is expected to have their own licence.

Natural England will ensure that any other relevant marine and protected species licences and legal requirements (such as a Habitats Regulations Assessment) for the survey have been attained and are valid before the survey commences.

10. Diving Operations

The contractor will undertake the survey using a team of fully equipped HSE divers. To reduce costs and provide site knowledge and relevant expertise, NE wishes to supply one or two appropriately qualified (on open circuit scuba) and experienced HSE commercial divers for the duration of the survey. The successful contractor will be expected to include these divers in all pre-survey briefings and any training sessions. Potential suppliers should submit quotes for both a full dive team and a dive team supplemented with NE staff; upon successful award of the contract, these options will be discussed during the planning stages with the Project Officer.

Natural England expects data to be collected over a 3-4 day period. Team size depends on survey design proposed by the contractor; a minimum team of six would allow for one supervisor, a surface stand-by diver, and two survey pairs, but a larger team of eight or more would allow for more data to be collected.

Use a belt transect method to assess inshore fish and cephalopod populations at fixed areas within specific habitats (seagrass, kelp and maerl). Suggested methods are set out in Appendix 3.

11. Data Analysis

Natural England expects robust and appropriate statistical analysis to be completed, and the results presented and discussed.

12. H & S Requirements

All diving practice will follow the HSE Approved Codes of Practice for Scientific and Archaeological Diving (Health and Safety Executive, 2014). These comply with the Diving at Work Regulations 1997 issued by the Health and Safety Executive. In accordance with these regulations all divers are qualified to HSE Pt IV or equivalent CMAS 3*.

Prior to the survey Natural England will require the provision of:

- Dive project plan.
- Emergency procedure.
- Risk assessment.

Weather Downtime & Contingency

Weather downtime should be defined as those periods during diving operations where the influence of weather conditions results in a halt to any monitoring due to the impact on data quality and/or operational safety. To ensure the safety of the Contractor and integrity of the project, good, clear, documented communications with (Joshua Crane) is essential. Any permission to accrue weather downtime costs given must be in writing or by email from (Joshua Crane) to the Contractor. Any charges for weather downtime where no evidence of prior approval exists will not be approved and will not be reimbursed. Approved weather downtime maybe charged to Natural England at an Operational Weather Downtime Rate:

Table 1 Downtimes and Rates

Situation	Rate
Not immobilised	No costs
Other	Redacted under FOIA Section 40 Personal Information

13. Outputs – Products and Timescales

This contract shall be managed on behalf of the Authority by

Redacted under FOIA Section 40 Personal Information

The contractor must report any records of Invasive and Non-Native Species observed on site on Marine Recorder and to the Natural England project officer as part of the survey report. Any species currently listed as 'alert' species should be flagged immediately to the GB Non-Native Species Secretariat [Species alerts](#). More information and guidance including ID guides can be found at [GB non-native species secretariat](#).

Data must be interpreted, analysed and presented in light of the overarching hypotheses for each contract. Contractors should pay particular consideration to the data and GIS required formats for information compatibility including MEDIN metadata standards and Marine Recorder provision.

All interpreted products following data analysis include:

- All GIS datasets need to be provided in ESRI ArcGIS format compatible with ArcGIS version 10.2 and have attached metadata.
- As specified in the [MESH DEF](#), data files must be provided as ESRI Shapefiles using geographic coordinates (lat/long) and the WGS84 datum. If the datasets supplied are in other projections, transformation using the appropriate petroleum (EPSG) transformation should be carried out as part of the data formatting procedure.

Natural England endorses the MEDIN initiative. Any data gathered/derived as part of this project must be submitted to Natural England in a way which expedites the MEDIN data archiving process through Data Archive Centres (DACs) with metadata meeting the MEDIN metadata discovery standard ([MEDIN discovery metadata standard](#)). A MEDIN compliant metadata XML file must be provided for each survey. Natural England will supply the 'MEDIN guidance for contractors' document to successful contractors at the mini-tender stage.

All sample data must be entered into [Marine Recorder Online](#). The Natural England Project Officer will create the survey in MRO and grant access to the contractor to input survey data. Natural England will supply a 'Marine Recorder guidance for contractors' document to successful contractors. Contractors should inform the Project Officer when the dataset has been entered, who will QA the survey before signing off.

Copies of the original data spreadsheets or databases are to be provided in the appropriate Microsoft Office format. However please be aware that using MEDIN marine biodiversity data guideline spreadsheets (available online under the marine biodiversity tab at [MEDIN data guidelines](#)) will ensure that biological taxon data is prepared correctly for entry into Marine Recorder and will facilitate the efficient entry of data into this system and the data archiving process in general. Natural England welcomes and supports the provision of raw data spreadsheets in the MEDIN format and expects that all raw datasheets will contain the mandatory fields in the MEDIN guidelines, regardless of their format.

Standard survey imagery (stills & video) is to be provided in their raw format electronically or on USB compliant external hard drives (to be provided by the contractor).

High quality imagery which has been selected to form part of the image reference collection for the survey need to be labelled appropriately, including the habitat/species which is represented. These should be provided as a separate folder on the storage device to the standard survey imagery. Video and still camera filenames must include the recording start date and time. Position data must be included within the overlay information.

All data products and electronic files must be appropriately named so they sufficiently describe the contents and are not purely a numerical value. All products should be named appropriately so that they can be clearly linked to the project.

Any species lists submitted will be compliant with current taxonomic names and synonyms (e.g. [Marine Species of the British Isles and Adjacent Seas \(MSBIAS\)](#), World Register of Marine Species (WoRMS))

We will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award. Upon completion of the dive survey, the first of two staged payments for this contract will be released. Final payment will be issued upon completion of data uploads.

14. Contract details

In support of this contract NE will provide the winning supplier with:

- Project support from dedicated Project Officer
- Opportunity to feedback and discuss progress and the project
- Supporting GIS datasets (if required) under licence for use in this contract:
 - Base map data from [Ordnance Survey](#)
 - Aerial photography from [Next Perspectives](#)
 - S-57 vector data from the UK Hydrographic Office (in ArcGIS format)*
 - Raster charts from [Oceanwise](#)*

*(Not to be used for Navigation)

Please see the following site for information on how to obtain access to the GI datasets listed above: <https://www.gov.uk/how-to-access-natural-englands-maps-and-data>

The intellectual property rights and copyright for all products (including photographs) will lie with Natural England. All data will be made available by Natural England under the [Open Government Licence](#) at the end of the project via www.data.gov.uk and the MEDIN Data Archiving Centres.

Payment

The Authority will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award.

The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order number. Invoices will be expected subject to deliverables and milestones detailed in Table 2 Timeline for project delivery.

Table 2 Timeline for project delivery

Event	Date	Payment schedule
Completion of Project Plan and Risk Assessment	6 weeks prior to survey starting	
Completion of dive preparation		
Dive survey	August - September 2024	Milestone 1 payment
Data uploaded, video files and site/sample notes provided to NE.	30 November 2024	Milestone 2 payment

Any delays to this timetable should be discussed with the Natural England Project Officer and delays not outside the control of the contractor will be penalised.

It is anticipated that this contract will be awarded for a period of **6 months** to end no later than **30/11/2024**. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in writing in advance of any work commencing and may be subject to further competition.

Appendix 3: Charges

Charges agreed and outlined in the cost's breakdown submitted by Marine Ecosol:

Redacted under FOIA Section 43 Commercial Information



Appendix 4: Processing Personal Data

N/A

Contract:	[XXXX]
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	