



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

|                                 |  |   |
|---------------------------------|--|---|
| <b>1. Purchase Order Number</b> | To be confirmed  |   |
| <b>2. Customer</b>              | Natural England<br>Foss House<br>Kings Pool<br>1-2 Peasholme Green<br>York<br>YO1 7PX  |   |
| <b>3. Contractor(s)</b>         | EAD Ecology<br>Armada House<br>Odhams Wharf<br>Topsham<br>Exeter<br>EX3 0PB  |   |
| <b>4. Defra Group Members</b>   | The following Defra Group members will receive the benefit of the Deliverables:<br><br>Natural England<br>Defra  |   |
| <b>5. The Agreement</b>         | <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"> <li>a) this Order;</li> <li>b) the terms and conditions at Appendix 1; and</li> <li>c) the remaining Appendices (if any) in equal order of precedence.</li> </ul> |   |
| <b>6. Deliverables</b>          | <b>Applicable Deliverables</b>   | <b>Goods Only:</b> <input type="checkbox"/><br><b>Services Only:</b> <input checked="" type="checkbox"/><br><b>Good and Services:</b> <input type="checkbox"/>  |
|                                 | <b>Goods</b>   | None.   |
|                                 | <b>Services</b>  | Description: as set out in Appendix 2 – Specification / Description.<br><br>To be performed at the Taw-Torridge Estuary, Devon.<br><br>Date(s) of Delivery: 1 <sup>st</sup> October 2024 to 28 <sup>th</sup> February 2025.<br><br>To be performed on two days per month, one corresponding with a spring tide, one with a neap tide. |
| <b>7. Start Date</b>            | 1 <sup>st</sup> October 2024   |   |
| <b>8. Expiry Date</b>           | 28 <sup>th</sup> February 2025   |   |

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| 9. 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.   |
| 10. Payment   | Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice.   |
| 11. Contractor's Liability Cap (Clause 13.2.1)            | A sum equal to £5,000,000.  |
| 12. Customer's Authorised Representative(s)               | For general liaison your contact will continue to be<br><b>Redacted under FOIA Section 40 Personal Information</b>  |
| 13. Contractor's Authorised Representative                | To be confirmed.  |
| 14. 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.  |
| 15. Progress Meetings and Progress Reports                | The Contractor shall attend progress meetings with the Customer every month.<br>The Contractor shall provide the Customer with progress reports every month.  |
| 16. Address for notices                                   | Customer: Contractor:<br><b>Redacted under FOIA Section 40 Personal Information</b>   |
| 17. Key Personnel of the Contractor                       | Key Personnel Role: Key Personnel Name: Contact Details:<br><b>Redacted under FOIA Section 40 Personal Information</b>  |
| 18. Procedures and Policies                               | For the purposes of the Agreement: <b>Not Applicable.</b>   |
| 19. Special Terms   | Not applicable.   |
| 20. Additional Insurance                                  | Not applicable.   |
| 21. 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:<br>Yes: <input type="checkbox"/><br>No: <input checked="" type="checkbox"/> |

|   |   |
|---|---|
| Signed for and on behalf of the <b>Customer</b> | Signed for and on behalf of the <b>Contractor</b> |
|---|---|

Name:

Name:

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'

## Appendix 2: Specification/Description

This contract is for the delivery of field-based surveys during the overwintering period to establish spatio-temporal distribution of oystercatchers across foraging habitats in the Taw-Torridge Estuary.

### Background

This project will be undertaken as part of Defra's marine Natural Capital and Ecosystems Approach (mNCEA) Programme. The mNCEA mission is to:

“Transform and innovate the way our evidence-base is captured, analysed and brought together to ensure science meets the needs of policy / decision makers to embed a natural capital approach, allowing us to leave our marine environment in a better state than we found it, achieving clean, productive, healthy and biologically diverse seas, and a sustainable blue economy.”

The mNCEA will provide a holistic, accurate and robust set of evidence and data for Defra to make informed policy decisions about the state of our natural capital assets in high profile policy areas (e.g. future fisheries, offshore wind etc), and lead to better outcomes for the environment. It will also identify innovative and transformative ways of collecting, analysing and distributing the data.

A bird food resource model is being developed to help deliver an assessment of whether the Taw Torridge Estuary provides sufficient food resources for oystercatcher (*Haematopus ostralegus*), accounting for the fact that their cockle (*Cerastoderma edule*) and mussel (*Mytilus edulis*) prey are also harvested by shellfishing.

The individual-based model will predict the relationship between the amount of food resources for these birds, after shellfish harvesting and any other effects of harvesting on the birds, and the proportion of birds that are able to survive the winter in good condition.

The data gathered from field-based surveys during the overwintering period to establish spatio-temporal distribution of oystercatchers across foraging habitats in the Taw-Torridge Estuary will be used to validate the model developed.

The contractor will be required to:

- Undertake a site visit with the project team, prior to surveys starting, to determine the most suitable sites to survey.
- Undertake a minimum of two eight-hour survey days per month between October 2024 and February 2025 (inclusive). In each month one survey day will be undertaken over a spring tide and one will be undertaken over a neap tide. Each survey day will require two observers, working at separate locations within the Taw-Torridge Estuary.

Survey parameters include:

- Every thirty minutes, counts of the number of feeding and non-feeding birds, identifying distribution by habitat.
- Between counts, focal observations of feeding oystercatchers to determine feeding behaviour and prey species.
- If possible, observations of oystercatcher prey through identification of remains.

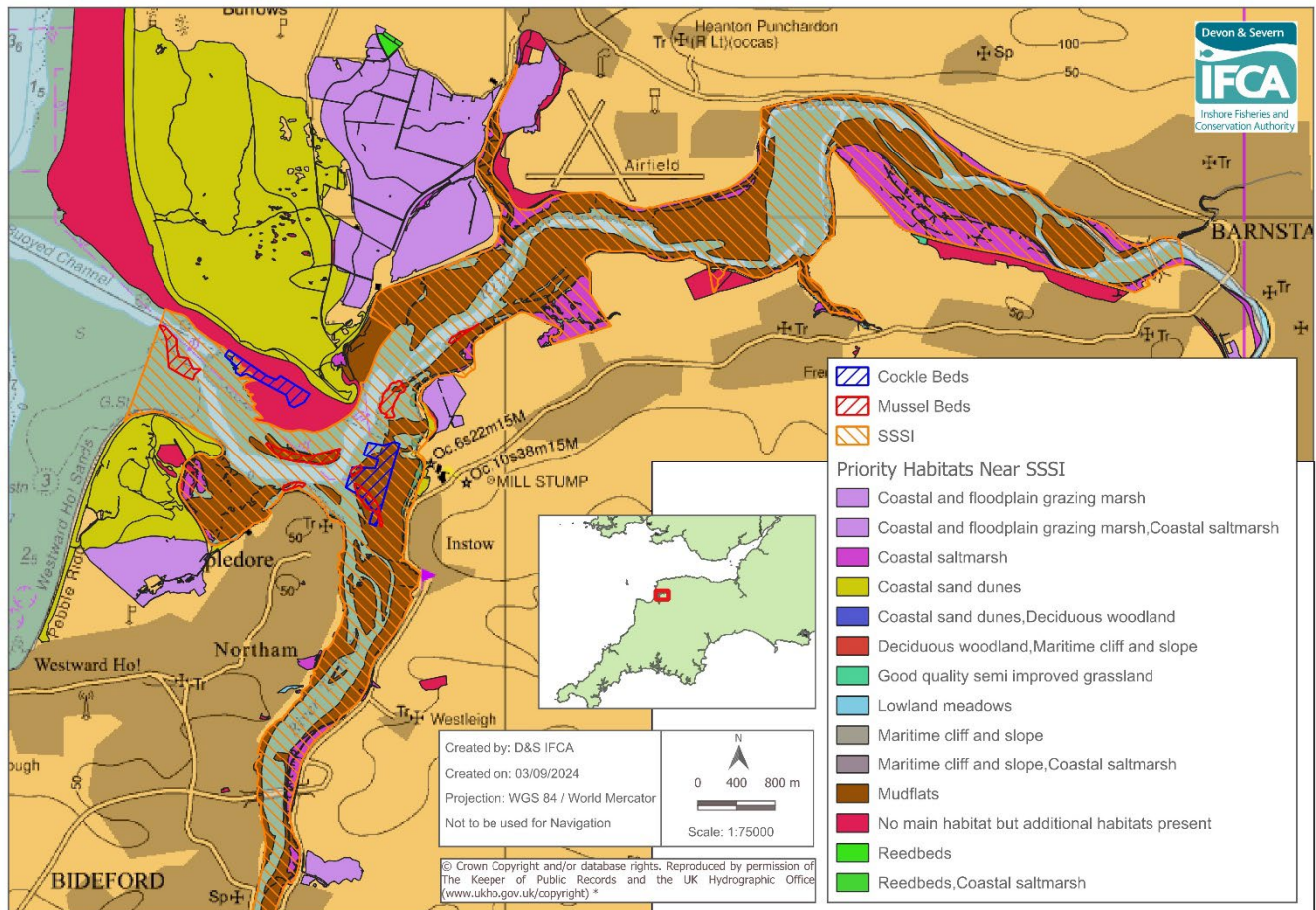
Final survey parameters will be confirmed in conjunction with the contractor once the contract is awarded and following a site visit with the project team.

### Site information and survey area

#### NE Version 1.0

This survey will collect data on the spatio-temporal distribution of oystercatchers across foraging habitats in the Taw-Torridge Estuary. Specifically, these habitats will include mussel beds, cockle beds, inter-tidal soft sediments, and terrestrial habitats. These are mapped in Figure 1. Exact locations will be confirmed in conjunction with the contractor once the contract is awarded and following a site visit with the project team.

Figure 1. A map of Taw Torridge Estuary habitats and mollusc beds.



## Outputs

Data will be submitted in Excel CSV format.

The data will be mapped as point data by WeBS sector and provided as GIS shapefiles.

- 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.

## Appendix 3: Charges

| Milestones/Deliverables | When | Charge/Price | Percentage of total |
|-------------------------|------|--------------|---------------------|
|-------------------------|------|--------------|---------------------|

| Milestones/Deliverables                               | When | Change/Price | Percentage of total |
|---|------|--------------|---------------------|
| Redacted under FOIA Section 43 Commercial Information |      |              |                     |

|                    |  |                  |      |
|--------------------|--|------------------|------|
| TOTAL CHARGE/PRICE |  | £15,000 (ex VAT) | 100% |
|--------------------|--|------------------|------|