



Standard Contract for Goods and/or Services - Order Form

1. Purchase Order Number	To be supplied by Natural England at later date.	
2. Customer	Natural England	
3. Contractor(s)	UK Centre for Ecology and Hydrology	
4. Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables: Natural England	
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	None
	Services	<p>Lesser black-backed gull – Storage and dissection: as set out in Appendix 2 – Specification / Description</p> <p>To be performed at Bush Estate Penicuik Midlothian EH26 0QB Scotland</p> <p>Date(s) of Delivery: 13/12/2024</p>
7. Start Date	20/10/2024	
8. Expiry Date	20/12/2024	
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 to Natural England via invoice to SSCL. Payment schedule is as follows: <table border="1" data-bbox="403 208 1469 414"> <thead> <tr> <th>Milestone/deliverable number</th><th>Activity/deliverable required for payment</th><th>Payment percentage</th></tr> </thead> <tbody> <tr> <td>MS1</td><td>Receipt and storage of Frozen birds</td><td>30%</td></tr> <tr> <td>MS2</td><td>Dissection of all LBBG and contracted supplier in receipt of samples.</td><td>70%</td></tr> <tr> <td>Total</td><td></td><td>100%</td></tr> </tbody> </table>		Milestone/deliverable number	Activity/deliverable required for payment	Payment percentage	MS1	Receipt and storage of Frozen birds	30%	MS2	Dissection of all LBBG and contracted supplier in receipt of samples.	70%	Total		100%
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11. Contractor's Liability Cap (Clause 13)	A sum equal to 10 x the total contract value, ie £325,680													
12. Customer's Authorised Representative (s)	For general liaison your contact will continue to be Redacted under FOIA Section 40 Personal Information													
13. Contractor's Representative	Redacted under FOIA Section 40 Personal Information													
14. Optional Intellectual Property Rights ("IPR") Clauses	<p>The Customer has chosen Option A in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions, to allow CEH to use any IPR obtained from the work outside of the agreement period. Natural England will be given the opportunity to comment before intellectual property created as part of this contract is published by the contractor.</p> <p>This contract forms stage 1 of a larger piece work relating to the dietary analysis of lesser black-backed gulls. When both stages of the analysis are complete, Natural England will publish an Open Government Licence on it's Access to Evidence website. There will be opportunities for contractor and partner organisations involved in dissection and metabarcoding analysis to pursue academic publication.</p> <p>As discussed informally, and without commitment/subject to contract, the project team's strong preference would be to enter a collaborative agreement (Memorandum of Agreement) between Natural England, CEH and University of Salford for combined publication of the dissection results with the results of the proposed metabarcoding.</p>													
15. Progress Meetings and Progress Reports	<ul style="list-style-type: none"> The Contractor shall attend progress meetings with the Customer every month (1 progress meeting required) 													
16. Address for notices	Customer: Natural England 1-2 Peasholme Green Foss House UK Kings pool York YO1 7PX	Contractor: Centre for Ecology and UK Centre for Ecology & Hydrology Bush Estate Penicuik Midlothian EH26 0QB UK York YO1 7PX												

17. Key Personnel of the Contractor	<table border="0"> <tr> <td>Key Personnel Role:</td> <td>Key Personnel Name:</td> <td>Contact Details:</td> </tr> <tr> <td colspan="3"> <div style="background-color: black; color: white; padding: 5px; text-align: center;"> Redacted under FOIA Section 40 Personal Information </div> </td> </tr> </table>	Key Personnel Role:	Key Personnel Name:	Contact Details:	<div style="background-color: black; color: white; padding: 5px; text-align: center;"> Redacted under FOIA Section 40 Personal Information </div>		
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18. Procedures and Policies	<p>For the purposes of the Agreement:</p> <p>The Customer's security / data security requirements are: as set out in Appendix 2 – Specification</p> <p>The Customer's additional sustainability requirements are: as set out in Appendix 2 – Specification</p> <p>The Customer's health and safety policy is: as set out in Appendix 2 – Specification</p>						
19. Special Terms	N/A						
20. Additional Insurance	N/A						
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="radio"/> O</p> <p>No: <input checked="" type="checkbox"/> X</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'

Appendix 2: Specification/Description

1. Natural England specification in RFQ

Background to Natural England

Natural England is the government's advisor on the natural environment. We provide practical advice, grounded in science, on how best to safeguard England's natural wealth for the benefit of everyone. Our remit is to ensure sustainable stewardship of the land and sea so that people and nature can thrive. It is our responsibility to see that England's rich natural environment can adapt and thrive for future generations to enjoy. Natural England was formally established on 01 October 2006 following the successful passage of the Natural Environment and Rural Communities (NERC) Act 2006 through Parliament. We are an independent statutory Non-Departmental Public Body.

Background to the specific work area relevant to this purchase

In collaboration with partners, Natural England is seeking to better understand and gather evidence on declining wading bird species such as Curlew, Lapwing, Oystercatcher and Redshank. In recent years, Natural England has received an increasing number of wildlife licensing applications to control Herring (*Larus argentatus*) and Lesser black-backed gulls (*Larus fuscus*) to conserve these species, typically in upland settings where waders breed between March and July. The licensing process means applicants must collect evidence to support claims that at the local population (of species to be conserved) is under significant threat from the predator to be controlled insofar that the natural predator-prey relationship is out of balance and licensing intervention is required.

Natural England is working with one landowner to get a better understanding of the Lesser black-backed gull diet and to what extent ground nesting birds feature as a component of diet and foraging strategy. Natural England have obtained 100 frozen Lesser black-backed gulls shot under licence where we intend to commission metabarcoding analysis of the digestive system to gain a snapshot into the dietary choices of the birds. At the time of shooting (death), the LBBG should have been observed hunting or showing predatory behaviour at known wader nest sites or where recently fledged young have been observed.

Contract Requirement

This RFQ relates only to the **storage, dissection and taking of samples only** in order to facilitate metabarcoding analysis.

Frozen storage requirements

Frozen LBBG carcasses will be couriered to the contracted facility (arranged by Natural England) and must be immediately placed into storage at -20 degrees centigrade. Each carcass will be received individually bagged and tagged. The facility will need to provide assurance that the appropriate safeguards are in place (such as monitoring and alarms) in the event that a loss of power means carcasses are safe from degradation (defrosting).

Dissection requirements

LBBG will be defrosted, and the following initial information recorded:

- Species
- Sex
- Evidence of brood patches
- Body weight
- Wing measurement

From the dissection, we require the following:

- Cloacal swabs

- Oral pharyngeal swabs
- Removal and storage of prey items from the proventriculus/gizzard
- Intestinal flush
- A check for unlaied eggs
- written description of items removed from proventriculus/gizzard, including identification to as close to species level as possible by visual examination (optional)

Natural England is open to receiving suggestions of alternative/additional protocols which differ from the above.

Carcasses will not have prior tested for Highly Pathogenic Avian Influenza (HPAI). Contractors must ensure they follow their own protocols relating to the handling of wild birds where HPAI poses risks. All LBBGs were shot between 1 May 2024 – 31 July 2024.

Post dissection sample storage

Swabs and samples from the digestive tract will need to be stored at -20 degrees centigrade post dissection.

Handling and cross contamination

Contractor will need to ensure protocols are in place to reduce the risk of cross contamination between carcasses when undertaking dissections in the lab.

Technical experience

Technicians undertaking dissection must have prior experience of undertaking dissections or postmortems of wild birds taxonomically similar to large gulls or be under supervision from a technically experienced lead. Short CVs or summaries of experience with similar projects should be submitted with the quotation.

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

2. UK Centre for Ecology and Hydrology response

Redacted under FOIA Section 43 Commercial Information

Redacted under FOIA Section 43 Commercial Information



Redacted under FOIA Section 43 Commercial Information



Appendix 3: Charges

Descriptions of Tasks and / or Products	Cost per Day	No of Days	Total Cost per Task
Redacted under FOIA Section 43 Commercial Information			
Total Overall Cost			£32,568.00

Appendix 4: Processing Personal Data

N/A