Add NE Logo

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

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| --- | --- |
| 1. **Purchase Order Number**
 | TBC |
| 1. **Customer**
 | Natural England |
| 1. **Contractor(s)**
 | TBC |
| 1. **Defra Group Members**
 | The following Defra Group members will receive the benefit of the Deliverables:Natural England |
| 1. **The Agreement**
 | 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.Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions. The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):1. this Order;
2. the terms and conditions at Appendix 1; and
3. the remaining Appendices (if any) in equal order of precedence.
 |
| 1. **Deliverables**
 | **Applicable Deliverables**  | **Goods Only:**[ ] **Services Only:**[x] **Good and Services:**[ ]  |
| Goods | None.  |
| Services | Appendix 2 – Specification / Description]To be performed: TBCDate(s) of Delivery: 13Mar26 |
| 1. **Start Date**
 | TBC  |
| 1. **Expiry Date**
 | TBC |
| 1. **Charges**
 | The Charges for the Goods and/or Services shall be as set out [below [insert details] / in [Appendix 3 – Charges]]. The Charges are fixed for the duration of the Agreement.  |
| 1. **Payment**
 | Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice. |
| 1. **Contractor’s Liability Cap (Clause 13.2.1)**
 | 100 % of contract value. |
| 1. **Customer’s Authorised Representative(s)**
 | For general liaison your contact will continue to be TBC or, in their absence, TBC |
| 1. **Contractor’s Authorised Representative**
 | For general liaison your contact will continue to be Graeme Shaw, graeme.shaw@naturalengland.org.uk or, in their absence, Helen Bord, helenbord@naturalengland.org.uk |
| 1. **Optional Intellectual Property Rights (“IPR”) Clauses**
 | The Customer has chosen Option B (Default Option) in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions. Default Option- Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement. |
| 1. **Progress Meetings and Progress Reports**
 | The Contractor shall attend progress meetings with the Customer every month |
| 1. **Address for notices**
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|  |  |
| --- | --- |
| **Customer:** | **Contractor:** |
| [**insert *nameand address of Customer***]Attention: [**insert *title***]Email: [**insert *email address***] | **Graeme Shaw****Natural England, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX**Attention: Senior SpecialistEmail: Graeme.shaw@naturalengland.org.uk |
| ***[Guidance note: See clause 20 of the terms and conditions for further details]*** |

 |
| 1. **Key Personnel of the Contractor**
 |

|  |  |  |
| --- | --- | --- |
| **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** |
|  |  |  |
| ***[Guidance note: List names of any Contractor Key Personnel required to deliver the Agreement, and their contact details – see clause 6 of the terms and conditions for further details]***  |
|  |  |  |

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| 1. **Procedures and Policies**
 | For the purposes of the Agreement: See RFQ |
| 1. **Special Terms**
 | N/A |
| 1. **Additional Insurance**
 | N/A |
| 1. **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:**Yes:**[ ] **No:**[x]  |

|  |  |
| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor**   |
| Name: [**Insert** name] [**Insert** job title] | Name: [**Insert** name][**Insert** job title] |
| Date:  | Date: |
| Signature: | Signature: |

**Appendix 1: Terms and Conditions**

The Customer’s Standard Good & Services Terms and Conditions which can be located on the [Natural England Website](https://eur05.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fgovernment%2Forganisations%2Fnatural-england%2Fabout%2Fprocurement&data=05%7C01%7Cdaniel.lavender%40dlapiper.com%7Ce61b389c5e15470f278e08dbcc060e37%7Ce855e7acc54640d299f7a100522010f9%7C1%7C0%7C638328098969691096%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=ymInFtzabvMF3T9or361i03D%2B4kyuzgt8T5CzJeS7Gc%3D&reserved=0) and which are called ‘Standard Goods & Services Terms and Conditions’

**Appendix 2: Specification/Description**

**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 survive intact for future generations to enjoy.

**Surveillance of environmental exposure and assessment of effects from pesticides to bat species in England.**

**Background to the specific work area relevant to this purchase**

The Environmental Impacts, Chemicals Team, work area focusses upon assessing and reducing the impact of chemicals on England’s Nature Conservation Sites and protected species.

Quantification of the exposure and effects of high impact pesticides in native bat species is required to allow conservation of protected species and represents essential novel national research of international standing.

Presence of pesticides in bat species, including from within the UK and England have been identified (Boyd et al. 1988; Shore et al. 1996; Swanepoel et al. 1999), as well as internationally (Torquetti et al. 2021 and Oliveira et al. 2021). However, the impacts of their toxicity on bats has not been widely assessed. These facts are compounded by the fact that native bats are K-strategist species, are relatively long lived, have a high metabolic rate and therefore high nutritional intake requirements and undergo hibernation, all contributing to high risk from exposure to pesticides. Insectivorous bats occupy a high trophic level, and it has been demonstrated bats forage across intensively farmed agricultural land (Heim et al., 2016; Stahlschmidt et al., 2017) and consume agricultural pests in large numbers (Aizpurua et al., 2018). All these factors make bat species suitable as indicators of pesticide exposure and effects. It is essential to consider the toxic load of all relevant, prioritised, active substances together to determine the risk to these protected species. Pesticides will likely have an additive, synergistic or possibly antagonistic toxic effect upon exposed wildlife.

Direct effects from exposure to pesticides in bats can be accessed via analysis of residues in bat carcasses and subsequent risk assessment. Cost-effective suitable sample preparation and analysis methods are required to be determined.

It is proposed that up to 50 bats will be analysed annually for high-risk pesticides. To elucidate effects of detected pesticides residues research will be required to allow determination of suitable toxicological thresholds for use to interrogate the exposure data. Only limited data exists in this area, comparison and adjustments will be required after considering all suitable international data available, including those from toxicological studies in other species such as mice.

The pesticide residue results from bat specimens will be reported via a NE publication with associated developed novel effect assessment methodology analysis to present a likely risk to these protected species. As this work will be of both national and international importance there is also the opportunity to present the data and outcomes via a paper published in international science literature.

This work is designed to feed directly into the effects of chemicals on D4/D5 indicator species conducted by DEFRA Pressures.

**Requirement**

Report required to document feasibility and methodology to inform choices for delivery of the above proposal for surveillance of pesticides of highest concern in bats.

1. Identify key pesticides for monitoring, including if applicable relevant metabolites. Key reporting/literature should be used, such as the PUS, the PLI, EFSA Journals, DEFRA publications and relevant published data, to identify most likely key drivers of effects.
2. Critique suitability of existing toxicological effects data and propose suitable toxicological endpoints and risk assessment methods for the reporting of exposure and risk in specified bat species. Additive, synergistic and agonistic effects should be considered, e.g. effects of exposure to azole fungicides and insecticides.
3. Consider sample preparation techniques most appropriate for the above determinants, e.g. liver excise and analysis (see Ferannate, 2018) or whole animal analysis, including consideration of practicalities.
4. Consider how these data should be reported for NE's purposes protecting sites and species, and feed into DEFRA Biodiversity, Pressures Team, via evidencing effects of chemicals on D4 or D5 indicator species and inform DEFRA Pressures of chemical effects on protected species.
5. Report of the work should be produced on an agreed NE template.
6. Attendance of NE lead steering group, monthly, 45mins.

Required skills and Resource

1. Experience of, and confidence in, compiling and synthesising large quantities of literature and data.
2. Experience of clear and concise scientific report writing.
3. Awareness of data quality assurance.
4. A good understanding of agricultural chemicals, toxicology of, species sensitivities and read across between species, ecological impacts and environmental risk assessment, including regulatory risk assessment for pesticides.
5. An understanding of weight of evidence approach to informing the regulatory assessment process for both pesticides and veterinary medicines.

**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

**Outputs and Contract Management**

1. The Contractor shall nominate a project manager, who will be responsible for ensuring the project is completed satisfactorily and who shall be the main contact point for NE.
2. NE will require monthly steering group meeting which updates on the progress of this work. This can be verbal or more formal.
3. The Contractor will follow advice and guidance and set out by the steering group.
4. The Contractor will need to seek permissions from NE before producing any publication relating to this project.
5. The Contractor will need to supply a project plan, identify key milestone, delivery dates and times when NE input is to be required.

|  |  |  |  |
| --- | --- | --- | --- |
| Reference | Deliverable | Responsible Party | Date of completion |
| WP1 | Project plan | Project manager | Nov25 |
| WP2 | Draft report | Project manager | Jan26 |
| WP3 | Final report | Project manager | Mar26 |

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**Appendix 3: Charges**

**Appendix 4: Processing Personal Data**

|  |  |
| --- | --- |
|  |   |
| **[XXXX]** |
| **Contract:** |
| **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 |  |