

# International Exhibition Support 2022-23

## Sea Fish Industry Authority Invitation to Tender (Open Procedure)

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Completed tenders by e-mail by the deadline (**23:59 on Sunday 26 June 2022**) to:  
[phillip.quirie@seafish.co.uk](mailto:phillip.quirie@seafish.co.uk)

### **Seafish**

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## 1. Introduction

This document outlines Seafish's requirements for a full-service exhibition contractor to manage and deliver all aspects of a 'UK Seafood Pavilion' at agreed international trade show(s).

## 2. About Seafish

Seafish is a non-departmental public body (NDPB), set up to support the £10bn UK seafood\* industry from catch to plate. Our vision is for a seafood industry that is truly thriving and we use our unique position, right at the heart of the industry, to work in partnership with businesses, Government and other stakeholders to make progress together.

We're funded by a levy on the first sale of seafood in the UK which we use to deliver research, campaigns and events, business and industry support tools, information networks and training for the seafood industry.

Seafood is the way forward for business, our communities, the environment, and for personal health and wellbeing. Our aim at Seafish is to unite the industry behind a common purpose and build a common voice – we'll do this with a united team at our helm and the Seafish Corporate Plan as our compass, as we plot our course together.

### ***Our Priorities***

Our Corporate Plan provides us with direction and supports our rallying cry that seafood is the way forward. We work with our seafood sector panels and the four Government administrations.

Together, we've agreed five priorities to support the seafood sector in the UK:

1. **Changing landscape:** Helping the industry through a changing political, economic, and regulatory landscape as the UK exits the EU.
2. **Seafood consumption:** Increasing consumer demand against strong competition from other protein and non-protein foods.
3. **A safe and skilled workforce:** Supporting the sector to find a suitably skilled workforce, while addressing complex challenges around workplace safety
4. **Ensuring sustainable supply:** Ensuring seafood caught or imported in the UK is fished, harvested, and sourced sustainably and doesn't compromise human welfare and the environment.

5. **Innovation and data:** Helping the sector access data, information, and knowledge to ensure it's equipped to understand and respond innovatively to challenges and opportunities.

**\*Please note – for the purpose of this tender, 'seafood' refers to aquatic animals caught or cultivated in freshwater and marine environments.**

### 3. Our international trade work

Seafood from the UK has a great story to tell. It has a global reputation for high-quality and is home to some of the most delicious and nutritious fish and shellfish in the world. UK seafood is about more than just exceptional quality, it's a commitment to sustainable stocks and responsible management. It's a wealth of knowledge and expertise honed through generations.

We have a history of trading seafood that dates back hundreds of years, and with the UK seafood export market currently worth around £1.6bn per year, international trade continues to play a vital role in the UK seafood industry today.

Our international trade work not only focusses on the promotion of seafood in international markets but also the mechanics of facilitating seafood trade. Both strands complement each other and demand close collaboration with Defra and the Department for International Trade to support UK seafood exporters and help them excel in overseas markets. We do this by creating connections and providing opportunities for UK companies to promote their seafood products to overseas buyers, in particular supporting them at international seafood trade shows and developing marketing and promotional assets they can use.

### 4. What (and who) are we looking for?

We are looking to appoint a full-service exhibition contractor, initially on a one-year contract with an option to extend for a further two years. The successful bidder will be required to manage and deliver all aspects of a 'UK Seafood Pavilion' at international trade show(s), including as a minimum, the Seafood Expo Global 2023 in Barcelona. The contractor will be required to manage the whole project from booking and designing the space, to production of graphics, and stand construction and breakdown. The supplier will not be expected to man the stand during exhibition hours but will be expected to ensure that it is clean and fit for purpose.

## 5. Scope of the project

We want to increase the visibility of UK seafood in the global marketplace. We intend to do this by helping UK seafood businesses to participate in international trade shows and enable them to showcase their great products with maximum impact. We want to help UK seafood businesses to strengthen their relationships in existing markets and help them forge new relationships in new markets.

The exhibition contractor will be responsible for the management, planning and design of a 'UK Seafood Pavilion' at previously agreed international seafood exhibitions such as the Seafood Expo Global in Barcelona. This includes:

- Designing an innovative, cost-effective pavilion environment to include a communal lounge area, demonstration kitchen and private meeting rooms as well as individual company booths if required.
- Liaising with exhibition organisers and their contractors on stand size and location within the exhibition arena.
- Arranging stand lighting (low heat creating), furniture and related equipment.
- Arranging for the design and printing of graphics as required.
- The provision of refreshment facilities such as tea, coffee, and drinks.
- The installation of electrical and water supplies.
- Constructing the pavilion before the exhibition, hanging graphics, and ensuring it is fit for purpose for the duration of the exhibition.
- Dismantling the pavilion after the exhibition and ensuring its safe storage.

## 6. Project audiences and insights

### ***Who are we targeting at international trade shows?***

Individuals involved in or who influence seafood purchasing decisions in global markets.

Such individuals include owners, purchasing managers and category managers from business sectors such as wholesale, distribution, retail, processors, and foodservice.

## 7. Responsibilities of the contractor

### ***What do we require our exhibition contractor to deliver?***

The following sets out the key deliverables, responsibilities, and expectations of the successful bidder. A clear indication of how these will be managed and executed for each should be referenced in the tender response:

- The contractor will advise the Seafish Contract and/or Project Manager on all logistical elements of delivering a pavilion at agreed exhibitions, including:
  - The siting and booking of the necessary space.
  - Stand construction, dismantling and storage.
- The contractor will be responsible for shipping the stand and any samples deemed necessary by the Seafish Contract and/or Project Manager to the agreed trade show venue.
- The contractor will be responsible for ensuring the co-branding of a UK Seafood Pavilion complies with the brand guidelines of all parties.
- The contractor will be responsible for liaising with individual businesses exhibiting on the UK Seafood Pavilion to ensure their needs are met and to organise the payment of invoices directly.
- The contractor will be responsible for appointing, managing, and paying any subcontractors deemed necessary to ensure the successful delivery of a pavilion at agreed exhibitions.
- The contractor will be responsible for ensuring the stand or pavilion is clean and tidy at the start of each day of the exhibition.

### **Specific build requirements:**

The look and feel of our pavilion is important and must emulate the quality of UK seafood. The pavilion must be visible in all directions from a distance, and be visually appealing so it draws people in. Upper-branding must clearly distinguish who we are and lighting should be low heat creating.

The contractor must be able to accommodate the following elements and provisions where required and demonstrate previous experience of delivery:

- Lockable storeroom for ingredients and cooking equipment.
- Separate coffee room for stand staff to store baggage and coats and to provide on-stand refreshments.
- Private meeting room(s):
  - Plasma TV(s) for presentations.
  - Tables and chairs.

- Electrical sockets with UK plugs and/or USB sockets for charging items.
- Exhibition booths tailored to individual exhibitor needs.
- A demo kitchen and food preparation area:
  - Counter surface area, including underneath storage cupboards.
  - Separate worktop area for food preparation.
  - Induction hob (with frying pans) for cooking seafood.
  - Lockable shelves for cooking pans/ingredients.
  - A protective partition at the front of the cooking area where the electric hot plates are located to protect spectators as they watch the cookery demonstrations.
  - Storeroom with lockable doors.
  - Sink with hot and cold-water supply, and wastewater disposal.
  - Refrigeration units (which must be in place and operational in advance of each exhibition).
  - Large waste bins and binbags.
  - Electrical sockets for UK plugs and/or USB sockets.
  - Head-set microphones and associated sound system.
- A communal lounge:
  - Welcome/reception desk with lockable storage underneath.
  - Plasma TV(s).
  - Tables and chairs/stools to provide meeting points. (Note the number of tables and chairs is dependent on visitors being able to walk around the stand freely, without obstruction and in compliance with any social distancing requirements set out by event organisers.)
  - Waste bin(s).
  - Literature rack(s) or wall shelving for literature storage.
  - Electrical sockets (with UK plugs) for charging items.
  - Hand sanitising station.
  - Coat hooks/rack.
- Sundries:
  - Quick serve coffee machine and facilities to make a tea and coffee for those on the stand.
  - Drinks: tea, coffee, sugar, milk, stirrers, soft drinks, and disposable cups.
  - Disposable cutlery, plates, and napkins.
  - Separate chopping boards for raw and cooked product.
  - Anti-slip matt for chopping boards.
  - Sample plates.
  - J cloths.

- Cleaning fluids.
- Anti-bacterial spray.
- Disposable gloves.
- Additional requirements:
  - Please specify any access to stand analytics software that can provide data post event on visitor numbers, dwell time, visitor flow and heat mapping on the stand.
  - The contractor will be responsible for liaising with individual businesses exhibiting on the UK Seafood Pavilion to ensure their needs are met and to organise the payment of invoices directly.

## 8. Proposed deliverable timings

We would like to work as closely to the proposed deliverable timing plan as possible:

DELIVERABLE	DATE DUE	Responsibility
Seafood Expo Global 2023:		
Secure space for the UK Seafood Pavilion	30 June 2022	Exhibition Contractor
Conclude recruitment of exhibitors for the UK Seafood Pavilion.	31 December 2022	Exhibition Contractor/ Seafish
First artwork presentation of the structure and design of the UK Seafood Pavilion to Defra and DIT for comment.	31 January 2023	Exhibition Contractor/ Seafish
Agree structure and design of the UK Seafood Pavilion and order and print graphics required.	28 February 2023	Exhibition Contractor
Construct and dismantle the UK Seafood Pavilion.	April 2023	Exhibition Contractor
Scope and agree attendance at other international trade shows.	Ongoing	Exhibition Contractor/ Seafish/Defra/DIT

## 9. Project measurement and evaluation

Measuring and quantifying our impact is vital to ensure the continuous improvement of our offering and to determine our success in raising the profile of UK seafood on the international stage.

### ***What does success look like?***

- Exhibitors on the UK Seafood Pavilion achieve their objectives and cover their costs of attending each agreed trade show.
- Exhibitors on the UK Seafood Pavilion receive new enquiries from international buyers and meet comfortably with existing buyers/suppliers at each agreed trade show.
- High volume of return exhibitors to the UK Seafood Pavilion at each agreed trade show.



- New exhibitor enquiries after each agreed trade show.
- Year-on-year increase in visitors to the UK Seafood Pavilion at each agreed trade show.
- Trade show attendees have an improved perception of UK seafood after visiting the UK Seafood Pavilion.
- Year-on-year increase in demand for private meeting rooms on the UK Seafood Pavilion at each agreed trade show.
- Year-on-year increase in social and trade media interest in the UK Seafood Pavilion.
- Positive feedback from companies and partners on delivery of the stand.

The Seafish Contract and/or Project Manager will be responsible for issuing surveys to visitors and exhibitors to the UK Seafood Pavilion after each agreed trade show. We welcome tenderers to include any access to stand analytics software in their submission.

## 10. Instructions for tendering

### a. Format of response

Tenderers are required to submit the following:

1. Completed Declaration of Tenderer (**Appendix 1**)
2. Completed Company Information (**Appendix 2**)
3. Award Questionnaire (**Appendix 3**)
4. Pricing Schedule (**Appendix 4**)
5. Supplementary information (such as artwork and visuals)

Seafish reserves the right to reject any response which fails to meet any requirement set out in this document.

### b. Tender return date

Tenders should be returned no later than **23:59** on **26 June 2022**.

### c. Submission details

Responses must be submitted electronically to Phillip Quirie: [phillip.quirie@seafish.co.uk](mailto:phillip.quirie@seafish.co.uk)

## 11. Timeline of the tender process

The tender process timetable is as follows:

<b>Actions</b>	<b>Date(s)</b>
Distribution of application to tender document	8-9 June 2022
Last date for receipt of tender document submission	23:59 on 26 June 2022
Assessment of tenders received and follow up as required	27 June 2022
Notification to successful applicant of intent to award contract	28 June 2022
Notification to unsuccessful applicants	29 June 2022
Contract commencement date if bid is successful	29 June 2022

## 12. Tender selection and evaluation criteria

We will only evaluate your tender proposal if you meet our selection criteria, which are as follows:

<b>CRITERIA</b>	<b>DESCRIPTION</b>
<b>Exclusion</b>	You have not been excluded from this competition because you are in any of the situations referred to in regulation 58 of the Public Contracts (Scotland) Regulations 2015.
<b>Economic and financial standing</b>	You can demonstrate a good financial track record over the previous 3 years, are and will continue to be a going concern, and have the required insurances. Bidding for this tender would not over-commit your economic resources.
<b>Technical and professional ability</b>	You can demonstrate experience of similar projects and have the correct tools and staff to deliver the project. Bidding for this tender would not over-commit your human resources.

We will verify that you meet the selection criteria using the answers you provide to the questions in the Company Information questionnaire (**Appendix 2**).

We will award the work to the company which offers the most advantageous proposal to Seafish in terms value-for-money, functionality and other factors as specified within this document. In the interest of ascertaining the highest level of transparency, fairness and competition the below evaluation matrix will be used to score each tender.

CRITERIA	WEIGHTING (%)
<p><b>Expertise</b></p> <p>How can you help us to achieve the project aims and objectives (see section 7)?</p> <p>We are looking for companies that are suitably qualified in exhibition support and stand design and management. Demonstrable experience of having worked with or on behalf of UK seafood companies would be an advantage.</p>	<p>40%</p>
<p><b>Understanding of the requirements</b></p> <p>Interpreting the deliverables and the ability to meet our requirements.</p> <p>How will you meet the responsibilities and requirements of the contractor (see section 8) in accordance with the proposed deliverable timings (see section 9)?</p>	<p>25%</p>
<p><b>Previous experience</b></p> <p>Positive credentials and case studies of previous work – focussing on examples where you have delivered similar work to a similar budget and how you ensured value for money. Images of previous work are desirable. Please include 1-2 examples only. Details and testimonials from two referees preferred.</p>	<p>20%</p>
<p><b>Service level</b></p> <p>How will you ensure that we are getting the best from you? Are there any additional benefits you can offer beyond those specified in this tender? You should also consider the ways in which you can minimise the environmental impact of your work.</p>	<p>15%</p>

**13. Key contacts**

<b>Primary</b>	<b>Secondary</b>
<p>Hannah Thompson  Head of International Trade and  UK Regions (West)  Email: <a href="mailto:hannah.thompson@seafish.co.uk">hannah.thompson@seafish.co.uk</a></p>	<p>Phillip Quirie  Project Co-ordinator &amp; Administrator  Email: <a href="mailto:phillip.quirie@seafish.co.uk">phillip.quirie@seafish.co.uk</a></p>

**\*Please note** – any tender-specific questions arising **MUST** be received via email (not phone). All answers will be posted accordingly, alongside this tender document, on the relevant tender website/portal.

#### 14. Budget and contract management

This tender is worth up to £175,000 (excluding VAT) for 10 months\*.

Please use the Pricing Schedule in Appendix 4 to set out how the funding would be spent.

The contract will be managed by Hannah Thompson, Head of International Trade and UK Regions (West).

**\*Please note** – budgets for FY2022-24 have not been finalised, therefore the amount above is indicative, and subject to change.

#### 15. Recovery of costs

An applicant is not entitled to claim from Seafish any costs or expenses incurred in preparing the tender document whether or not it is successful.

#### 16. Terms of supplier contract

It is a condition of participation in this Procurement Exercise that the Tenderer accepts the Seafish Terms and Conditions attached in **Appendix 5**.

#### 17. Exit management

Please refer to **Appendix 5**, section 9.

## APPENDIX 1: Declaration of Tenderer

\*I/We the undersigned do hereby contract and agree on the acceptance of the Tender by Seafish, to provide the goods and/or services in the Specification in accordance with the Schedules and the Seafish Terms and Conditions of Contract which appear in this set of documents.

\*I/We the undersigned undertake to submit a tender in accordance with the following documents:

- Declaration of Tenderer
- Company Information
- Pricing Schedule
- Award Questionnaire

\*I/We agree to abide by this tender from **23:59 on Sunday 26 June 2022**, the date fixed for receiving tenders, until the Award of Contract.

\*I/We understand that Seafish is not bound to accept the lowest or any tender and shall not be bound to use the contractor as a sole supplier.

\*I/We understand that the service provision will commence on the dates specified unless the Contract is terminated in accordance with the provision of Seafish terms and conditions of contract.

Signature:

Name:

Designation:

Duly authorised to sign Tenders for and on behalf of:

Name of Tenderer

Nature of Firm

Address

Telephone No

E-mail

Date

It must be clearly shown whether the Tenderer is a limited liability company, statutory corporation, partnership, or single individual trading under his own name.

## APPENDIX 2: Company Information

### Company particulars

Company name:	
Registered business address:	
Company registration number:	
VAT registration company:	
Website:	
Trading status (PLC, Limited, Limited Liability, sole trader, etc.):	

### Finances

Revenue for each of the previous 3 years:	
Acid test ratio for each of the previous 3 years:	
If financial information is not available for the previous three years, please state when your company was established or began trading:	
Please confirm that you are currently, and you expect for the duration of	

the project to be, a going concern:	
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**Resources**

Number of people employed by you each year, for each of the previous 3 years:	
Number of full-time equivalent resources you intend to deploy on this project:	
Number of full-time equivalent resources you intend to deploy on this project, expressed as a percentage of the total number of current employees:	
Please identify the gender balance within your organisation:	



## APPENDIX 3: Award Questionnaire

### Section 1: Expertise (40%)

*How can you help us to achieve the project aims and objectives (see section 7)?*

*We are looking for companies that are suitably qualified in exhibition support and stand design and management. Demonstrable experience of having worked with or on behalf of UK seafood companies would be an advantage.*

Response:

**Section 2: Understanding of the requirements (25%)**

*Interpreting the deliverables and the ability to meet our requirements.*

*How will you meet the responsibilities and requirements of the contractor (see section 8) in accordance with the proposed deliverable timings (see section 9)?*

Response:

### Section 3: Previous experience (20%)

*Positive credentials and case studies of previous work – focussing on examples where you have delivered similar work to a similar budget and how you ensured value for money. Images of previous work are desirable. Please include 1-2 examples only. Details and testimonials from two referees preferred.*

Response:

**Section 4: Service Level (15%)**

*How will you ensure that we are getting the best from you? Are there any additional benefits you can offer beyond those specified in this tender? You should also consider the ways in which you can minimise the environmental impact of your work.*

Response:

## APPENDIX 4: Pricing Schedule

Please insert lines as required...

176sqm UK Seafood Pavilion, Seafood Expo Global, Barcelona (25 – 27 April 2023)	Cost (£)
<b>Barcelona total</b>	

Owing to the uncertainty surrounding the Coronavirus pandemic, Seafish have not yet agreed attendance at other international trade shows for the 2022-23 period. As a result, costs cannot be requested for these.

## APPENDIX 5: Conditions of contract (for reference by way of example)

### SUPPLIER AGREEMENT Between:

**XXXX**, (the “**Supplier**”) and the **SEA FISH INDUSTRY AUTHORITY** (a statutory body established under the Fisheries Act 1981), with its head office at 18 Logie Mill, Logie Green Road, Edinburgh EH7 4HS (“**Seafish**”)

IT IS AGREED between the Supplier and Seafish as follows:

1. **Work** - Seafish has requested the Supplier to undertake \_\_\_\_\_, further details of which are contained in part 1 of the **Schedule** attached to this Agreement (the “**Work**”). The Supplier has agreed to undertake the Work in accordance with the terms of this Agreement.
2. **Term** - The Work will commence on \_\_\_\_\_ and will be completed by \_\_\_\_\_.
3. **Fee** - The fee for the Work will be up to £175,000 exclusive of VAT at the standard rate (where applicable) and shall be payable in accordance with the payment provisions set out in part 2 of the **Schedule** attached to this Agreement. Seafish agrees to make payment within 30 days of receipt of a valid invoice. The fee set out in this clause is a fixed sum and may only be varied in accordance with the terms of this Agreement.
4. **Expenses** - All expenses (including travel costs) must be agreed in advance and will only be payable by Seafish subject to the Supplier: (a) obtaining Seafish’s prior written consent to such expenses; and (b) providing evidence to prove such expenditure.
5. **Taxes** - The Supplier shall pay all taxes and other outgoings or expenses payable in consequence of the Agreement and shall fully indemnify Seafish in respect of any demand, costs or expenses suffered by Seafish in relation to any tax or employer’s National Insurance contributions or expenses payable in respect of the Supplier, its employees, agents or permitted sub-contractors or in relation to the provision of the Work.
6. **Standard** - The Supplier agrees to undertake the Work: (a) with all reasonable skill and care and in accordance with best practice in the industry; (b) in a proper, diligent, expeditious and professional manner; and (c) in accordance with any reasonable policies or guidance supplied by Seafish.
7. **Materials** - The Supplier shall provide all materials and equipment necessary to carry out the Work.
8. **Failure** - In addition to the rights set out in clause 9, in the event that the Supplier fails to perform the Work to a satisfactory standard, Seafish may request that the Supplier remedy the failure by providing the Supplier with details of the nature of the complaint. If,

after reasonable notice the complaint remains unremedied, Seafish may:

- 8.1 suspend all further payments to the Supplier until the complaint is remedied to the reasonable satisfaction of Seafish; and/or
- 8.2 make any or all further payments to the Supplier subject to such reasonable conditions as Seafish may specify.

9. **Termination** - Seafish may terminate the Agreement by written notice if the Supplier: (a) commits a material breach of this Agreement; (b) fails to rectify a complaint notified to it in accordance with clause 8 within a reasonable period of notice; (c) ceases to carry on business; or (d) becomes insolvent, apparently insolvent, has a receiver, manager, administrator or liquidator appointed in respect of its assets or business, or suffers any similar action.

In the event that Seafish terminates the Agreement in the manner described above, Seafish is entitled to demand immediate repayment of (in which case the Supplier shall immediately repay) the whole or part of any payments already made to the Supplier which relate to the Work which has not been satisfactorily performed.

Seafish may also cancel any part of the Work due to unforeseen circumstances beyond Seafish's control, by giving the Supplier notice to that effect. In such circumstances the parties shall use its reasonable endeavours to agree the amount by which the fees payable by Seafish under this Agreement shall be reduced on a pro rata basis, to take account of the fact that the part of the Work is no longer required.

#### 10. **Limits on Liability** -

- 10.1 Subject to clause 13 and the provisions of this clause 10, the aggregate liability of either party for any breach of the terms of this Agreement (including delict, tort, negligence or otherwise) shall be limited to twice the amount of the fees payable under Clause 3.
- 10.2 Subject to clause 13 and the provisions of this clause 10, neither party shall be liable to the other for any: (a) indirect, special, or consequential losses or damage; or (b) loss of profit, business, or revenue; which arise out of or in connection with this Agreement.
- 10.3 Nothing in this Agreement excludes or limits the liability of either party for death or personal injury caused by that party's negligence or from fraudulent misrepresentation.

11. **Confidentiality** - Both parties undertake to treat any confidential and proprietary information disclosed to it by the other party as secret and confidential and will not use it for its own benefit or the benefit of any other party, other than for purposes required or permitted by this Agreement or as are otherwise required to make use of the Work. Neither party will disclose the other party's confidential information without the prior written consent of the disclosing party, other than to such of its employees who reasonably

require to have same and are bound by duties of confidentiality.

For the avoidance of doubt, the obligations set out in this clause will not apply to any information: (a) which is or enters the public domain (other than as a result of a breach of the Agreement); (b) that has been developed by the receiving party independently of disclosure; and/or (c) which requires to be disclosed by law, (including disclosures under the Freedom of Information Act 2000).

The Supplier agrees to assist and co-operate with Seafish in connection with any request for information made to Seafish under the Freedom of Information Act 2000 or any other relevant statute.

12. **IPR** - All intellectual property rights, (including but not limited to patents, copyrights (including copyright in any software), design rights, trade marks, database rights, moral rights, domain names, rights in and to trade or product names, inventions, discoveries and know how), created, developed or otherwise arising from the performance of the Work (the "**Resultant IPR**") shall belong to, and from their creation become, the exclusive property of Seafish.

The Supplier hereby assigns to Seafish (and insofar as it is not competent for the Supplier to currently assign, hereby undertakes and agrees to assign to Seafish, all future rights from the date of creation), free from any encumbrances, its whole right, title, and interest in all Resultant IPR without any additional charge. The Supplier irrevocably waives in favour of Seafish: (i) all moral rights it may have in terms of Chapter IV Part I of the Copyright, Designs and Patents Act 1988; and (ii) any similar rights in any part of the world, in and to the Resultant IPR. The Supplier shall procure that all employees, third parties and sub-contractors used in the creation or development of the Work shall similarly waive such moral rights in and to the Resultant IPR.

The Supplier shall, at Seafish's discretion, execute any further documents, forms and authorisations anywhere in the world and perform any such acts or things as Seafish may require to enable Seafish to secure full legal title to the Resultant IPR. The Supplier warrants to Seafish that the Work is its own original work and the Resultant IPR is not subject to any third party claims, liens, charges or encumbrances of any kind and that the Supplier is free of any duties or obligations or liabilities to third parties which may conflict with the terms of this Agreement.

13. **Indemnity** - The Supplier shall indemnify Seafish in respect of: (a) any breach or non-observance of the obligations incumbent upon them in this Agreement; (b) from any breach of the warranties provided; and (c) from any claim that the Resultant IPR infringes (or allegedly infringes) the rights of any third party.
14. **Insurance** - The Supplier shall effect and maintain at all times during the term of this Agreement, adequate insurance cover (including professional indemnity insurance) to cover liabilities under this Agreement, with a reputable insurer.
15. **Property** - The Supplier will not have any rights to Seafish property (including but not limited to information and data) and will promptly return all such property belonging to



Seafish in its possession when asked to do so by Seafish or on the expiry or termination of this Agreement.

16. **Data Protection** - Each party must comply with all data protection laws that apply to it in relation to any personal data processed in connection with this Agreement.
17. **Sub-contract/Assignment** - The parties hereby agree that no sub-contracting is permitted by either party without the prior written approval of the other. Neither party shall be entitled to assign any part of the burdens or benefit of this Agreement without the prior written consent of the other party.
18. **Waiver** - The failure of either party to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement of such right at any time or times in the future.
19. **Publicity** - No announcement or communications concerning the terms or conditions of this Agreement shall be made by either party without the prior written consent of the other party except to the extent any statement or disclosure may be required by law.
20. **Independent Contractor** - The parties are independent contractors and nothing in this Agreement shall constitute, nor imply the constitution of, any partnership, association, joint venture or any relationship of principal and agent between the parties.
21. **Entire Agreement** - This Agreement supersedes all prior agreements and arrangements and sets out the entire agreement and understanding between the parties relating to the provision of the Work.
22. **Variation** - No variation of any of the terms of this Agreement shall be effective unless it is agreed in writing and signed by both parties.
23. **Force Majeure** - If either party is prevented from or delayed in performing any obligations under this Agreement by reason of any circumstances beyond its reasonable control it shall be excused performance to the extent affected by such circumstances, so long as it shall both give prompt notice to the other party and use all reasonable commercial endeavours to remove or avoid such circumstances cause or effect.
24. **Governing Law** - This Agreement is made under and governed by Scots Law and the Scottish courts will have exclusive authority to settle any dispute arising under or in connection with it. IN WITNESS WHEREOF this Agreement together with the Schedule is executed as follows:

Signed for and on behalf of **SEA FISH INDUSTRY AUTHORITY** by

(Signature)

.....

(Full Name)

.....

.....

Authorised Signatory

.....

(Place of  
Signature)

.....

.....

(Date of  
Signature)

.....

.....

Signed for and on behalf of

by

(Signature)

in the presence of this witness

.....

(Full Name)

(Witness'  
Signature)

.....

.....

(Position)

(Full Name)

.....

.....

(Place of  
Signature)

(Address)

.....

.....

.....

.....

.....  
(Date of  
Signature)  
.....

**This is the Schedule referred to in the Agreement between SEA FISH INDUSTRY AUTHORITY and XXXX.**

**SCHEDULE**

**Part 1 - Work**

The Work to be provided by the Supplier to Seafish in relation to this Agreement comprises:

**Part 2 - Payment Provisions**

The fee for the Work will be **£X,XXX** inclusive of VAT at the standard rate (where applicable).

Payment for the Work will be made by Seafish to the Supplier on the payment dates and proportions set out below.

<b>[Payment Date/Milestone Date]</b>	<b>Amount Payable (inclusive of VAT)</b>

Payment shall be made by bank transfer to the following account:

Bank:

Account Name:

Account Number:

Sort Code:

**APPENDIX 6: UK Seafood Pavilion 2022 (for reference by way of example)**





