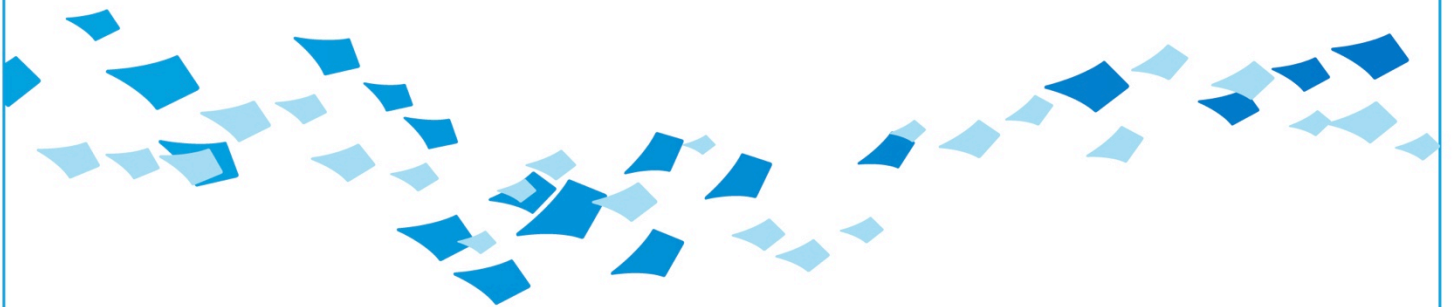


Here to give the UK seafood sector  
**the support it needs to thrive.**



# Invitation to tender

# Seafish Strategic Review



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25<sup>th</sup> February 2021

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## **1 Summary**

### **1.1 Background**

As a public body, we undertake strategic reviews from time to time, and the Seafish Board decided in November 2019 to carry out a review in 2020. The Covid-19 pandemic delayed this process, but we are now underway again with preparations for a review in 2021.

This will be a fundamental review of the organisation, in part to reflect the changing political landscape and the shape of our seafood sector, but also to address a challenge we have in terms of financial sustainability. Our goal is to design and implement a future-proofed way for Seafish to continue supporting a thriving seafood sector

We will seek and listen to industry feedback on how we best serve the seafood sector. We have assured the seafood industry that everyone will have the opportunity to be part of the conversations to shape the future of Seafish.

Seafish is now working with the UK's four government fisheries administrations to ensure that the strategic review process we follow will be fair and transparent, and will fulfil government needs for a non-departmental public body.

An important element of the consultation process is that it is seen to be conducted with independent oversight and therefore the government administrations and Seafish wish to contract external, independent supplier(s) to undertake elements of the consultation process.

### **1.2 Requirements**

We are pleased to invite you to tender for **one or both** of the following distinct but related work packages to gather seafood sector views as part of our strategic review process.

1. Design, deliver and contribute to the write-up for a series of stakeholder workshops.
2. Design, deliver and write up findings from a written / online submission process.

Further details on selection process are in section 4. Selected bidders will be invited to present to an evaluation board.

### **1.3 Who we are**

We're a UK non-departmental public body (NDPB) established by the Fisheries Act 1981 and sponsored by DEFRA, the Scottish Government, the Welsh Assembly Government and the Department of Agriculture, Environment and Rural Affairs in Northern Ireland.

We're funded by levy paid on all seafood landed or imported into the UK (excluding salmon, trout, bottled and canned products). Our work supports all segments of the seafood value chain – from catching and farming; through primary and secondary processing, importing and distributing through to retail and foodservice operators.

We have two main offices located in Edinburgh and Grimsby, with approximately 35 staff in each. A further 30 staff are home based at various locations around the UK. We have an annual turnover of approximately £8m.

More information is available on our website [www.seafish.org](http://www.seafish.org).

### **1.4 Our purpose**

We are here to support a truly thriving seafood industry. Our purpose is to provide this support to our many stakeholders, including the tens of thousands employed in our industry

and the 97% of British households which purchase seafood.

## **1.5 What we do**

We support the UK seafood industry and, where possible, support government policy to best meet the needs of our stakeholders. We are committed to collaborating to make a difference on the issues and challenges that matter most to the UK seafood industry.

We have identified five key areas in which we support the UK seafood industry:

1. Changing landscape: A changing political, economic and regulatory landscape as the UK exits the EU.
2. Seafood consumption: Stagnant consumer demand and strong competition from other protein and non-protein foods.
3. A safe and skilled workforce: Competing with other food production sectors for access to a suitably skilled workforce, while addressing complex challenges around workplace safety
4. Ensuring sustainable supply: Sourcing sustainable seafood in an increasingly competitive global market, alongside continued public concern over practices that compromise human welfare and the environment.
5. Innovation and data: Successfully accessing the data, information and knowledge that will ensure the sector is equipped to understand and respond innovatively to a changing environment.

## **2 Work package 1. Stakeholder workshops**

We want to work with an expert independent facilitator who will help design, deliver and write-up a series of stakeholder workshops. Workshops should be held in June and July.

### **2.1 Scope of work package 1**

The work required for the stakeholder workshops includes the following elements:

- i. Based on further detailed discussions with Seafish, design a series of stakeholder workshops (to be run online), including any relevant materials, so that desired outcomes are achieved
- ii. Manage registration process for workshops
- iii. Facilitate around 5 to 7 (TBC) workshops online
- iv. Comment on and contribute to the draft write up of the workshops

### **2.2 Role of Seafish in work package 1**

Seafish will carry out the following aspects for the stakeholder workshops:

- i. Liaise with supplier to ensure clarity of aims and desired outcomes from the stakeholder workshops
- ii. Agree design of workshops
- iii. Invite participants, to ensure whole seafood supply chain is represented at each workshop
- iv. Attend and take notes of contributions made at workshops
- v. Prepare first draft write up of contributions made by stakeholders at workshops
- vi. Engage with Steering Group on progress etc

### **2.3 Scope exclusions for work package 1**

We do not want you to propose or recommend strategic options for Seafish.

### **2.4 Objectives and success criteria for work package 1**

We will judge the project to be a success if the following outcomes have been achieved:

- i. The stakeholder workshops are well attended and participants report satisfaction with the process
- ii. The workshops provide useful contributions and insight to inform our proposals for a preferred strategic option for Seafish
- iii. Government attendees at the workshops express satisfaction with the independence provided by the external facilitator and questions fulfil needs for Tailored Review

### **2.5 Skills, knowledge and experience required for work package 1**

The independent facilitator will ideally have the following skills, knowledge and experience:

- i. Experienced / qualified in facilitating groups of stakeholders in strategic discussions, ideally experience facilitating remote video workshops
- ii. Familiarity with public sector organisations, especially NDPBs
- iii. Experience of strategic reviews
- iv. Experience of stakeholder consultation exercises
- v. Knowledge of the UK seafood supply chain, but independence from any one sector

## **3 Work package 2. Written submissions**

We want to ensure all seafood sector stakeholders have the opportunity to contribute their views to the strategic review process and therefore want a supplier to help design, operate and write up findings from a written consultation exercise, during June and July 2021.

We envisage that the process would present a series of questions which could be answered either online or by submitting written documents.

### **3.1 Scope of work package 2**

The work required for the written submissions includes the following elements:

- i. Based on further detailed discussions with Seafish, and linked to the questions for the stakeholder workshops, design a questionnaire that will elicit useful views to contribute to strategic proposals for the future of Seafish
- ii. Operate an online facility (with Seafish branding attached) via which respondents can submit answers online and download a document containing the questions
- iii. Receive and collate responses
- iv. Produce a summary of the numbers and types of organisations or individuals that have responded
- v. Analyse submissions using robust qualitative data analysis methods
- vi. Write an report, based on analysis of responses, providing an overview of respondents and highlighting main themes and insights and the range of responses

### **3.2 Role of Seafish in work package 2**

Seafish will carry out the following aspects for the written responses:

- i. Liaise with supplier to ensure clarity of aims and desired outcomes from the written responses
- ii. Linking to the stakeholder workshop questions, agree design and content of

- questionnaire and types of answers
- iii. Advise categoration variables for respondents
- iv. Promote the opportunity to submit responses, including a link on the Seafish website
- v. Provide guidance on report required summarising respondents and responses
- vi. Comment on first draft of report
- vii. Engage with Steering Group on progress

### **3.3 Scope exclusions for work package 2**

We do not want you to propose or recommend strategic options for Seafish.

### **3.4 Objectives and success criteria for work package 2**

We will judge the project to be a success if the following outcomes have been achieved:

- i. The exercise attracts written responses from all parts of the UK and the seafood sector
- ii. The process for responding is easy to use and operates smoothly
- iii. There is evidence that submissions have been entered and analysed robustly, using agreed qualitative data analysis methods
- iv. The report is of a quality consistent with government summaries of consultation responses
- v. The report draws out key themes that Seafish can then combine with the stakeholder workshops report for an overall report on stakeholder submissions to the review

### **3.5 Skills, knowledge and experience required for work package 2**

The independent facilitator will ideally have the following skills, knowledge and experience:

- i. Familiarity with public sector organisations, especially NDPBs
- ii. Experience of strategic reviews
- iii. Experience of stakeholder consultation exercises
- iv. Experience of planning, executing and analysing data from qualitative surveys

## **4 Tender process**

We will operate a fair and transparent two stage procurement process, in line with public sector procurement guidelines and supported by an evaluation panel.

### **4.1 Conditions**

By engaging in the tendering process, you agree to be bound by these conditions:

- i. You are not entitled to recover any costs or expenses incurred in responding to this invitation to tender, whether or not you are successful
- ii. We reserve the right to cancel the tender process at any time, at our own discretion and without notice
- iii. We will not accept proposals submitted after the closure date
- iv. We may reject your proposal if you fail to follow the instructions provided in this invitation to tender
- v. You agree that we may publish any questions you ask during the clarification period along with our responses to those questions, to all bidders

## 4.2 Procurement contact

Please direct all communication, in writing unless we agree otherwise, to:

Aoife Ann Martin  
Director of Operations  
[Aoife.Martin@seafish.co.uk](mailto:Aoife.Martin@seafish.co.uk)  
07876 035 761

## 4.3 Clarification questions

Whilst we have attempted to express our instructions and requirements unambiguously, we acknowledge that you may have questions about the information we've provided.

You may ask questions from the point you receive this invitation to tender, during the clarification period and until the clarification period has closed.

Should you wish to ask questions, you must do so by sending an email to our procurement contact. You may write your questions directly in the email. You may ask one or more questions within the same request. We'll direct your questions to the most appropriate people within our organisation.

We will attempt to respond to your questions within two working days, subject to the appropriate person being available and having the capacity to answer them.

All questions and responses will be published to all bidders.

## 4.4 Preparing and submitting your proposal

Your proposal should be submitted in PDF format. You may structure your proposal however you like, so long as the following information is included:

Area	Description
Company information	Information requested in Appendix A.
Approach	Describe how you intend to approach and deliver the work package(s), including how you will collaborate and communicate with us.
Technology	Tell us what technologies you will use, and why you've chosen them.
Plan and milestones	Provide a project plan showing tasks, milestones and resources. Please indicate when and how we will be involved in project delivery. Clearly identify who is responsible for each task in your plan.
Team and capability	Provide show the resources you'll use on this project, along with a short biography for each explaining their experience and capabilities.
Experience	Describe your experience in delivering similar projects, including the length of your experience. Include a minimum of 2 reference projects.
Risks	Identify project risks and explain how you will manage them.
Assumptions	Clearly define any assumptions you've made in preparing your proposal and explain how they have influenced approach, timescales and price.
Exclusions	Describe anything you consider out-of-scope.

Area	Description
Price	<p>Provide a price breakdown and where appropriate show day rate.</p> <p>For Work package 1, stakeholder workshops, please quote for both 5 workshops and for 7 workshops in total.</p> <p>For Work package 2, written submissions, we appreciate that the number of responses is unknown and will accept a scalable fee proposal.</p> <p>Separately identify net price (excluding VAT), VAT and gross price (including VAT).</p>

Please make the proposal as short as possible whilst conveying the information we've requested above.

You must submit your proposal to our procurement contact via email.

If you have any problems, please contact our procurement contact so we can help you resolve them.

#### 4.5 Selecting and evaluating proposals

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

Criteria	Description
Exclusion	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.
Economic and financial standing	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.
Technical and professional ability	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.

If you are selected, our evaluation board will evaluate your proposal using these criteria:

Criteria	Description	Weighting
Compliance with requirements	The extent to which you comply with the skills, knowledge and experience specified for each work package in your bid.	30%
Response to brief	The extent to which you understand the objectives of the project and the quality of your approach.	20%
Delivery capability	Your ability to deliver, the quality of your plan and resources, and your management of risk.	20%
Price	The overall cost of delivering the project and ongoing support.	20%
Individuality	How you have differentiated yourself from the other bidders and the individuality or innovativeness of your proposal.	10%

We will award the work to the supplier(s) which offer(s) the most advantageous proposal in terms of value-for-money, experience, and other factors as specified within this document.



#### 4.6 Maximum budgets

The **maximum** budgets for this work are £15,000 for work package 1 (assuming 7 workshops) and £10,000 for work package 2.

#### 4.7 Presentation for invited bidders

We will invite you to present by video if the score we give your proposal is in the top 3 scores from all bidders.

You may structure your presentation and its content however you'd like, but we ask that you include the following information somewhere within it:

- Why are you / the individuals on your team the best people to deliver the project and how will you communicate and collaborate with us to ensure success;
- Why is your approach likely to be successful and how have you applied it with other customers on similar projects;
- In your experience, what could go wrong and how do propose to prevent that from happening;
- Explain how your costs are built, and persuade us that they are accurate/realistic;
- What do you need from us, to ensure the project is a success;
- What assumptions have you made; and
- What differentiates you or your approach from the other bidders?

Please send your presentation to us in PDF format by 5pm the business day before you present.

Please send us a video meeting invitation using the software you would propose if you are bidding for work package 1.

You may present for up to 30 minutes, leaving an hour for questions and discussion.

#### 4.8 Evaluating your presentation

Our evaluation board will update the score for your proposal, based on additional information made available during your presentation. We will use the same evaluation criteria:

Criteria	Description	Weighting
Response to brief	The extent to which you understand the objectives of the project and the quality of your approach.	30%
Delivery capability	Your ability to deliver, the quality of your plan and resources, and your management of risk.	30%
Price	The overall cost of delivering the work package(s)	30%
Individuality	How you have differentiated yourself from other bidders and the individuality of your proposal.	10%

The winning bidder will be the one with the highest score after the presentation phase.

#### 4.9 Bidder notification

We will notify the successful bidder and unsuccessful bidders in writing within one business day of the presentation phase.

If you are the winning bidder, we will invite you to meet with us by video so that we can provide detailed feedback that informs contract negotiation and project start-up.

#### 4.10 Contract negotiation and award

If you have any issues with the form of contract (see appendix B), we expect you to raise these in your proposal or during your presentation, should we invite you to present. Consequently, we've only allocated a short period for any outstanding negotiations or contract clarifications, before we award the contract.

A duly executed contract must be in place before the project can begin. We expect you to mobilise within 1 week of concluding the contract with us.

#### 4.11 Evaluation board

Bids will be reviewed by a panel including executive and non-executive directors. Our evaluation board comprises at least 4 people representing directors, our board and Defra.

The evaluation board will be objective, impartial and fair at all times.

#### 4.12 Timetable

Date	Time	Milestone
25th February 2021	TBC	ITT published
9th March 2021	5pm	Clarification period closed
16th March 2021	5pm	Proposals submitted by bidders
18th March 2021	5pm	Shortlisted bidders notified and invited to present
w/c 22nd March 2021	9am to 5pm	Bidder presentations
26 <sup>th</sup> March 2021	5pm	Winning bidder(s) selected and all bidders notified
w/c 29 <sup>th</sup> March 2021	TBC	Post-tender bidder(s) meeting
12 <sup>th</sup> April 2021	5pm	Contract agreed and signed
19 <sup>th</sup> April 2021		Work package 1 Project starts
4 <sup>th</sup> May 2021		Work package 2 Project starts

## Appendices

### A Company information

#### A.1 Company

Company name:	
Company registered address:	
Company registration number:	
VAT registration company:	
Website:	

## A.2 Primary contact details

Name:	
Address:	
Email:	
Telephone:	

## A.3 Resources

Number of full-time equivalent resources you intend to deploy on this project:	
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## A.4 Insurance

Please state whether you already have, or can commit to obtain, prior to the start of the contract, the levels of insurance cover indicated below:

Professional indemnity insurance - £2m:	Y/N
Value of employer's liability insurance - £5m:	Y/N
Value of public liability insurance - £5m:	Y/N

## A.5 Technical and professional ability

Please provide details of up to two contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. Contracts should have been performed during the past three years.

The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.

### A.5.1 Reference 1

Name of customer:	
Contact details:	
Description of contract:	
Project dates:	
Approximate value:	

### A.5.2 Reference 2

Name of customer:	
Contact details:	

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Description of contract:	
Project dates:	
Approximate value:	

## B Sample contract

### 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 £X,XXX inclusive 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** – Both parties agree to comply with their respective obligations under the applicable data protection laws, including the General Data Protection Regulation (“Data Protection Laws”) at all times during the duration of this Agreement.

The parties agree that Seafish is the controller and the Supplier is the processor of any personal data processed by the Supplier on behalf of Seafish under this Agreement (“**Seafish Personal Data**”).

Part 3 of the Schedule attached to this Agreement sets out certain information regarding the Supplier’s processing of Seafish Personal Data.

The Supplier shall:

- 16.1 only process Seafish Personal Data on Seafish's instructions and in accordance with its obligations under this Agreement;
  - 16.2 implement appropriate technical and organisational measures to protect Seafish Personal Data against unauthorized or unlawful processing and accidental loss or damage;
  - 16.3 ensure that the individuals processing Seafish Personal Data are subject to a duty of confidence;
  - 16.4 only engage a sub-processor with the prior consent of Seafish and a written contract;
  - 16.5 assist Seafish in meeting its obligations under Data Protection Laws in connection with this Agreement;
  - 16.6 delete and return all Seafish Personal Data to Seafish as requested at the end of the Agreement;
  - 16.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 16 and allow for audits by Seafish or Seafish’s designated auditor;
  - 16.8 notify Seafish if asked to do something in contravention of Data Protection Laws;
  - 16.9 notify Seafish without undue delay on becoming aware of a Seafish Personal Data breach; and
  - 16.10 not transfer any Seafish Personal Data outside of the European Economic Area unless the prior written consent of Seafish has been obtained and an adequate level of protection is in place.
- 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	In the presence of this witness:	
_____	Full name	_____	Signature
_____	Place of signature	_____	Full name
_____	Date of signature	_____	Address

Signed for and on behalf of \_\_\_\_\_ by

_____	Signature	In the presence of this witness:	
_____	Full name	_____	Signature
_____	Place of signature	_____	Full name
_____	Date of signature	_____	Address



**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 **£XXXX** 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:

**Part 3 – Details of processing Seafish Personal Data**

1. Subject matter and duration of the processing of Seafish Personal Data.  
The subject matter and duration of the processing of Seafish Personal Data are set out in the Agreement.
2. The nature and purpose of processing Seafish Personal Data  
The Supplier shall process Seafish Personal Data in the following ways:  
[PLEASE ADD A DESCRIPTION OF THE WAYS IN WHICH SEAFISH PERSONAL DATA WILL BE PROCESSED HERE – EG. STORED, USED TO ...]
3. The types of Seafish Personal Data to be processed  
The Supplier processes the following types of Seafish Personal Data  
[PLEASE ADD A DESCRIPTION OF THE TYPES OF SEAFISH PERSONAL DATA THAT WILL BE PROCESSED HERE - EG. NAMES, EMAIL ADDRESSES, NATIONAL INSURANCE NUMBERS]
4. The categories of data subject to whom Seafish Personal Data relates  
The Supplier processes Seafish Personal Data relating to the following categories of data subjects:  
[PLEASE ADD A DESCRIPTION OF THE CATEGORIES OF INDIVIDUALS WHOSE PERSONAL DATA YOU WILL PROCESS – EG SEAFISH EMPLOYEES, SEAFISH STAKEHOLDERS]
5. The obligations and rights of Seafish  
The obligations and rights of Seafish are set out in the Agreement.