

Invitation to Tender

Love Seafood PR & Influencer Partnerships – FY2021

Seafish Contact Details

Name: Jacob Brydon

Email jacob.brydon@seafish.co.uk

Seafish Ref: **TD2020-005**

Completed tenders by e-mail by the deadline (4pm on Monday 10th February 2020) to:

jacob.brydon@Seafish.co.uk

Seafish

18 Logie Mill, Logie Green Road, Edinburgh EH7 4HS

Tel: 0131 558 3331

Website: www.seafish.org

Contents

About Seafish.....	3
Seafish consumer marketing & 'Love Seafood'.....	4
What (and who) are we looking for?.....	4
Scope of project.....	6
Project objectives	7
Project audiences & insights	7
Project deliverables/requirements	8
Proposed deliverable timings	9
Project measurement & evaluation.....	10
Tender selection & evaluation criteria (what we need from you).....	11
Presentation in person (Following Successful Tender).....	13
Instructions for submission of proposal	14
Key contacts.....	15
Budget & timings	15
Timeline of tender process	16
Appendix 1.....	17
Appendix 2.....	18
Appendix 3.....	24
Appendix 4.....	28
Appendix 5.....	31

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.

What unites us?

The Seafish Four define who we are and what we stand for. They're our guiding principles; the attitudes and behaviours we demonstrate each working day, giving us collective purpose and direction. At Seafish, we are:

- **Innovators**; we explore new ideas.
- **Enablers**; we see opportunities and make sure things happen.
- **Specialists**; we're experts in our own fields.
- **Team Players**; we work together to deliver great results.

What helps us stay on course?

Our Corporate Plan provides us with direction and supports our rallying cry that seafood is the way forward. We've identified five key areas of focus within the plan, that we call Our Challenges. Each Challenge helps form our work programme and our annual plans:

1. **Changing Landscape** – addressing political, economic and regulatory challenges as the UK exists the EU.
2. **Enjoy Fish** – tackling stagnant consumer demand and strong competition from other protein and non-protein foods.
3. **Safe and Skilled** – competing with other food production sectors for access to a suitably skilled workforce, while addressing complex challenges around workplace safety.

4. **Good Source and Supply** – sourcing sustainable seafood in an increasingly competitive global market, alongside continued public concern over practices that compromise human welfare and the environment.
5. **Deep Insight** – successfully accessing the data, information and knowledge that will ensure the sector is equipped to understand and respond innovatively to a changing environment.

Seafish consumer marketing & ‘Love Seafood’

Part of our overarching remit at Seafish is to ensure we have a consumer-facing marketing strategy that helps build upon UK consumption of seafood. Our consumer marketing work focusses predominantly on **Challenge 2 (Enjoy Fish)** from our Corporate Plan, with a desire to tackle stagnant consumer demand.

In 2019, with support and input from our Board and Sector Panels, we embarked on a journey to repurpose our consumer marketing strategy. Following declining consumption figures (particularly across retail), we’re using our unique position as an NDPB (supporting industry, but not responsible for the sale of seafood), to build a revitalised strategy which places our consumer audiences and insights/research at the core. Instead of trying to directly impact sales, we’re shifting our focus to, *“positively impact consumer perceptions and attitudes towards seafood consumption”*.

Our strategy has formed the foundation of a proactive new initiative, which will bring industry together to fight the decline ‘as one’; ensuring we’re constantly engaging with key stakeholders to align our consumer marketing plans and efforts with theirs.

Through our strategic planning, we identified a great opportunity to create and cement a new brand platform which would support all of the above, and so ‘Love Seafood’ was born!

Seafood is currently the only protein with Public Health England-backed consumption guidelines. This provides us a strong foundation and ample ammunition to help reverse decline in seafood consumption, and radically change the lives of the nation, forever. We want people to live better. And we don’t just mean health. It’s about a life that’s balanced, varied and full of possibility. By encouraging small changes, we can have huge impact.

We believe there’s no better time for the UK to fall in love with seafood.

What (and who) are we looking for?

We are looking for a PR and Influencer Partnerships agency to support our consumer-facing marketing efforts and activity, by delivering against our set requirements within a budget of £80,000 across a period of 13 months (March 2020 to March 2021, inclusive: Year 1).

Following successful completion of project in March 2021, we plan to extend the activity for another 12 months, concluding in March 2022. We are calling this Year 2, which will be agreed and covered by a separate contract. Budget for Year 2 has not yet been confirmed, but will likely mirror indicative figures for Year 1.

1. **PR & Influencer** – press briefing, media relations and influencer or partnership marketing (and analysis)
2. **Media planning, buying and scheduling** – including success measurement (KPI management)
3. **Concept/campaign idea development** and art direction
4. **Content production**; format delivery and optimisation/analysis

To deliver Love Seafood activity successfully, the PR partner will be required to work closely with the Seafish Consumer Marketing team, the Seafish Corporate Communications team, the appointed Concept partner, the appointed Content partner and the appointed Media Planning and Buying partner.

We're ultimately looking for a partner who is able to offer the following, alongside embracing collaborative working and delivering against the requirements of the tender/eventual briefs:

- Shares similar cultural values to that of Seafish – and embraces the HOW as much as the WHAT.
- Looks at the *WHY* (strategic thinking), from all angles. Particularly, when it comes to understanding and applying the discipline of traditional planning, alongside marketing.
- Embraces what we already know about our audiences, and what our research is telling us – and helps build upon that, ensuring the customer is at the centre of everything we do.
- Embraces a measured approach to success – understanding overarching objectives and being able to articulate ROI for Seafish at every turn.
- Offers a creative mindset – providing proactive solutions, rather than expecting a 'horse to water' approach.
- Understands the long-term approach to seafood marketing with consumer audiences. This is about changing hearts and minds over a long period of time (20 years) – so, it's important to build a partnership that will last, and develop ideas with longevity and vision.

***Please note – budgets for FY2021 have not yet been finalised, therefore the amount above is indicative, and subject to change. Final budgetary amounts will be confirmed in March 2020.**

Scope of project

Our new consumer initiative and brand, Love Seafood, is due to launch in the summer of 2020.

We'll be working across two traditional marketing models, with weighting of overall focus/spend as follows:

1. B2C (Millennials and Boomers*) – 80% focus.
2. B2B2C (Independents, Food Service, Processors and Retailers) – 20% focus.

**More information on audiences and segmentation, available in next section.*

We have identified four main workstreams, which span the above models and will form the main areas of consumer campaign activity:

1. Seasonal – 35% workload.
2. Brand – 30% workload.
3. Fish & Chips – 20% workload.
4. Positive Industry – 15% workload.

Our workstreams have been created following development of our new marketing strategy. Alongside the requirement to centralise messaging and campaign creative (new brand), we have identified that we can increase budget effectiveness and audience engagement by running activity year-round (instead of ad-hoc). In this respect, Seasonal will be our 'always on' workstream – ensuring there is content and activity available to the audiences 24/7 – 365.

Fish & Chips has been identified as a key area for focus, due to its presence in market, and from its ability to act as a 'consumer gateway' to other seafood. It also resonates well regionally, across the all home nations.

Positive Industry has grown off the back of consumer intrigue and concern around climate change, sustainability and other pressing global socio-economic issues. Identifying that there is a raft of misinformation and misrepresentation of the seafood industry, alongside confusion around industry practices and quality will form a core part of our workstream strategy – working closely with our Seafish corporate brand counterparts (Seafish Communications & PR) to ensure there's positive industry content and information for consumers to receive and embrace.

In terms of workload weighting, we would like Seasonal to receive the largest focus/spend, due to its always-on nature – closely followed by Brand, which will require solid investment in its first year (to set foundations). Fish & Chips follows, with Positive Industry, as two areas requiring focus/spend, but not in the same depth as the others.

Positive Industry sits just behind Fish & Chips as we'll need to tread carefully/lightly to begin with; testing the waters with consumers around contentious topics and areas.

Please see Appendix 6 for more information on proposed workstream timings.

IMPORTANT – the Seafish marketing team will work very closely with industry through our newly formed 'Love Seafood Group' to gauge and absorb feedback for structuring our activity calendar around these four workstreams and defined audiences. We will expect all chosen partners to support our approach in ensuring our stakeholders are on-board with our activity plans, once formed.

Project objectives

Our overarching, industry-wide objective for (20 year ambition with Love Seafood at the centre) is: ***“To support the doubling of seafood consumption in the UK to two portions per person a week.”***

Love Seafood will support this by:

“Positively impacting consumer perceptions and attitudes towards seafood consumption.”

This ultimately means influencing hearts and minds through our new brand/platform. Our shorter-term goals for achieving this are:

1. **Drive pan-UK awareness of Love Seafood** from XX% to XX% by March 2021*.
2. **Increase consumer understanding of reasons to buy** (balanced living, choice and convenience) from XX% to XX% by March 2021*.
3. **Increase consumer consideration and desire to eat more seafood, more often** from XX% to XX% by March 2021*.

***All values to be completed in collaboration with partners, once benchmarks have been set.**

Project audiences & insights

Who are we targeting with our Love Seafood initiative and associated activity?

Our audiences have been pre-determined by our current Corporate Plan – and represent the two groups with the most buying power, penetration or influence over the next five+ years. As our marketing strategy and brand have been built with audience flexibility in mind, we have worked with Experian to segment the current cohorts – ensuring we're able to target each audience and its sub-types directly and effectively.

- **Millennials** – those born between 1981 and 1996 (inclusive)

- **Baby Boomers** – those born between 1946 and 1964 (inclusive)

See Appendix 4 for more detail of our six Experian audience segments.

What do we already know about these audiences, through research and insights?

Audience insights are complemented by our consumer research, which adds depth to the segments; addressing some of the existing barriers to seafood consumption – and defining new challenges. Our State of the Nation research from 2018, partnered with our audience insights and segments from Experian sit at the core of our marketing strategy and brand development.

See Appendix 5 for UK consumer insights, which have helped drive our marketing strategy and creation of the Love Seafood initiative.

Project deliverables/requirements

What do we require our PR and Influencer Partnerships agency to deliver?

We want to ensure we're engaging with our target audiences by crafting industry research, insights and consumer trends into storytelling opportunities for Love Seafood. At the same time, capitalising on influencer and partnership activity which engages and informs our audiences through event appearances, visual media, creative and targeted activations and editorial features.

So, we're looking for the following top-level deliverables, following the initial planning stage across agencies:

- 9-month PR activity plan for Love Seafood, Including but not limited to:
 - Editorial features (both sell-in & responses to monthly briefs – building a content bank).
 - Research findings & headline worthy statistics.
 - Building the Love Seafood brand with key publications.
- 9 months influencer/partnership activity plan, taking into account:
 - Targeted consumer lifestyle & food events.
 - 'Seafood Heroes' proposal & generating contacts by creating warm leads (in partnership with existing Seafish Ambassadors and representatives).
 - Generating opportunities for broadcast media appearances, interviews and exclusives.
- Ongoing consumer media relations and press briefing across workstream activities. Including responses to potential threats.
- Work with Seafish to develop existing in-house research and insights work, which will support Love Seafood brand foundations and values – promoting workstream activity to audiences via storytelling opportunities across multiple channels.
- Work with Seafish to develop creative PR outputs for our established projects and B2B2C events, such as the 'National Fish and Chip Awards', 'Seafood Restaurant of the Year' and 'Young Seafood Chef of the Year' – working closely with trade media partners to deliver

complimentary coverage.

- Develop influencer hierarchy structure and lead on relationship management.
- Execution of dashboard for **ongoing monthly** and **activity specific** measurement for *“positively impacting consumer perceptions and attitudes towards seafood consumption”* – across all PR/ Influencer activities identified, following launch of Love Seafood.
- Synergy and cross-planning with Seafish consumer events team, to ensure key activities are highlighted and attendance promoted and plan launch event for Love Seafood Brand.
- Synergy and cross-planning with Seafish corporate communication team to ensure complex industry developments and innovation can be interpreted and re-packaged for consumer audiences.
- Collaborative working plan (regular discussions/meetings) created with partner agencies responsible for managing media and content production, to ensure synergy and consistency with all output.

Proposed deliverable timings

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

DELIVERABLE	DATE DUE
Development of benchmarking measurements	End April 2020
Collaborative working plan	End April 2020
9 month PR activity plan	End May 2020
9 month influencer / partnership activity plan	End May 2020
Support and review of consumer event strategy	End June 2020
Consumer Brand Launch Activity	End July 2020
PR responses to key challenges / topics / trends	End June 2020
Development of first research piece	End June 2020
Brand Building with key publications	From July 2020 through March 2021
Development of further research pieces	From Aug 2020 through March 2021
Develop consumer activity for established projects	From Aug 2020 through March 2021

Project measurement & evaluation

IMPORTANT: For this tender, providing direction on an approach to (and system for) measuring success against PR and partnership activity is a key deliverable; benchmarking, and ongoing.

'Awareness', 'understanding', 'consideration' & 'desire' are the measurable objectives at the heart of the Love Seafood marketing strategy.

- We would like our chosen PR partners to play a pivotal role in setting the values for the short-term goals mentioned earlier in this document – and provide knowledge and steer on further, activity-focussed KPIs for each of the workstreams and campaigns defined above.
- Previous measurement tactics have focussed on sentiment, reach and key message penetration within consumer releases – we are looking for innovative ways to report on the successes of PR opportunities out-with indicative figures for reach and volume.

Tender selection & evaluation criteria (what we need from you)

We will only evaluate your tender 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.

Our procurement lead will check that you meet the selection criteria using the answers you provide to the questions in the Company Information questionnaire ([Appendix 2](#)).

All submissions will be assessed for their value-for-money and quality. If you are selected based on the above, in the interest of establishing the highest level of transparency, fairness and competition, our evaluation board will use the following evaluation matrix to score each response:

Requirement	Quality of response
<u>Understanding of the requirements</u> Interpreting the deliverables and the ability to meet our requirements.	40%
<u>Relevant experience and media contacts</u> Positive credentials and case studies of work – focussing on experience and innovative approaches to problem-solving /client requests and a foundation of media contacts / potential partners to work with.	25%
<u>Project delivery support & management</u> Specifics around the team who would work on the account day to day and who the senior support would be.	20%
<u>Potential fit with Seafish team(s)</u> Shared values and examples of approach to good working relationships.	15%

We will invite you to present at our offices in Edinburgh, if the score our evaluation board gives you is in the **top three scores** from all bidders.

Presentation in person (Following Successful Tender)

We will short-list and invite the top three successful tenderers to attend our offices in Edinburgh in person, so that:

- We can get to know the team we'd be working with.
- You can explain the key points in your proposal and present the reasons why you should win.
- We can each ask any outstanding questions, so that everyone is clear on the scope of the project and your proposal.

There will be three 2-hour presentation slots on the day. We'll allocate you a slot and include this in the information we provide when we notify you that you've been chosen to present.

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

- Why are 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 does your approach guarantee success 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 and plan were 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?
- What differentiates you or your approach from the other bidders?

Following your presentation, our evaluation board will update the score we gave you for your original tender document submission, based on the additional information made available during your presentation. We will use the same evaluation criteria, as mentioned in the submission matrix.

The winning tenderer will be the one with the highest score at the end of the presentation phase. We will award the work to the company which offers the most advantageous proposal in terms of value-for-money, experience, and other factors as specified within this document.

Instructions for submission of proposal

In order for our evaluation board to carry out the review and shortlisting process accordingly (prior to presentation in person), **all tenderers are required to submit the following, which will comprise your proposal:**

1. Completed Declaration (Appendix 1)
2. Completed Company Information (Appendix 2)
3. Pricing Schedule (an up-to-date company rate card)
4. A document covering all aspects mentioned below:
 - Name of the tenderer(s), status in the company, and name of the person for further contact if different.
 - The proposed partner team (structure and profiles).
 - Evidence of capabilities and track records, including case studies of relevant projects successfully completed.
 - Details and testimonials from two referees in relation to this work where a significant PR or Influencer Partnership exercise has been undertaken. This may include micro-influencers or utilising a high profile celebrity influencer.
 - Proposed approach (planning) for each core deliverable; explained in detail where necessary, alongside clear indication of which channels would be most suitable for our strategy/audiences, and how these would be managed and executed:
 - A cost proposal to cover all work/deliverables, including:
 - Fees – broken down by activity/ staff time
 - Management fees
 - Any other associated costs
 - VAT where applicable
 - Grand total

Important notes for tenderers:

- Seafish reserves the right to reject any response which fails to meet any requirement(s) set out in this Invitation to Tender.
- Please note all initial submissions should be no longer than 40 pages (inclusive of appendices).

Key contacts

Primary

Jacob Brydon

Marketing Executive

Email: jacob.brydon@seafish.co.uk

Secondary

Cat McCurdy-Fowler

Marketing Officer

Email: catherine.mccurdy-fowler@seafish.co.uk

IMPORTANT: 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. **Tender-specific questions received after 27th January 2020 will not be answered.**

Budget & timings

Timings

Year 1 work will commence w/c 16th March 2020, and conclude in on 31st March 2021.

Budget

£80,000 – this amount is inclusive of VAT.

Please note – budgets for FY2021 have not yet been finalised, therefore the amount above is indicative, and subject to change. Final budgetary amounts will be confirmed in March 2020.

Recovery of Costs

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

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 3.

Exit Management

Please refer to Appendix 3, section 9.

Timeline of tender process

The deadline for submitting tenders by email is 4pm on Monday 10th February 2020. **Submissions received after this time will not be accepted.**

The tender process timetable is as follows:

Actions	Date(s)
Distribution of application to tender document	13 th January 2020
Any/all questions from tenderers received – and posted on tender website. Tender-specific questions received after this date will not be answered.	27 th January 2020
Last date for receipt of tender document submission	4pm, 10 th Feb 2020
Assessment of tenders received and follow up as required	w/c 10 th Feb 2020
Successful applicants invited to present	w/c 24 th Feb 2020
Notification to successful applicant of intent to award contract	2 nd March 2020
Notification to unsuccessful applicants	w/c 2 nd March 2020
Post-tender contract meeting	w/c 2 nd March 2020
Contract agreed and signed	w/c 16 th March 2020
Contract commencement date	w/c 16 th March 2020

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, at the accordance with the Seafish Terms and Conditions of Contract (Appendix 2) 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
- Pricing Schedule
- Tender Document

*I/We agree to abide by this tender from **4pm on Monday 10th February 2020**, 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

COMPANY INFORMATION:

Company particulars

Company name:	
Company registered 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:	

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:	

Conditions of contact (for reference)

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 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) in the presence of this witness

.....

(Full Name)

(Witness'
Signature)

.....
Authorised Signatory

.....

(Full Name)

.....

(Place of
Signature)

(Address)

.....

.....

(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.

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

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

Bank:
Account Name:
Account Number:
Sort Code:

Target audiences:

Target Audience Overview

Six consumer groups have been identified through Experian data as 'key players' following a stakeholder mapping exercise. For the purpose of developing our Love Seafood brand and communications strategy, these have been segmented based on 'life stage' and include the 'marketing story' recommended by Experian.

Note, 9% of the UK population do not eat fish due to sensory aversions (YouGov State of the Nation Report 2018), and, as such, these consumers will not be targeted.

The six target audience groups are categorised as:

1. **Youngest consumers:** *'Anti-establishment'*
2. **Starting out:** *'Time Saving'*
3. **Stretched families:** *'Stars Fish'*
4. **Mid-market families:** *'Switch to Fish'*
5. **Comfortable seniors:** *'A Well Deserved Treat'*
6. **Stretched seniors:** *'Healthy & Simple'*

1. Youngest consumers

Demographic profile:

- Makes up 11% of UK households (51% of London's population)
- Mid-affluence, average household salary is £42,426
- Aged 26 – 35
- Sharing / renting in urban environments

Shopping & eating behaviours:

- Shop in Sainsbury's, Marks & Spencer and Iceland
- Very price sensitive
- Food delivery is very popular
- Does not buy frozen food
- Recipe inspiration comes from: cooking classes, recipe boxes and YouTube

Interests & opinions:

- Concerned about the environment, but still travel lots and consume high amounts of fast food
- Trend-driven and aspirational, regularly buy avocado, quinoa, salmon and sweet potato
- Prefer offers / promotions to be delivered via call or text

Media consumption:

- Digital consumption: LinkedIn, Reddit, Instagram (not Facebook)

- Newspaper consumption: The Guardian, The Independent, The Times

2. Starting out

Demographic profile:

- Makes up 9% of UK households (covers a spread of regions)
- Mid-affluence, average household salary is £43,671
- Aged 26-35
- Buying first homes, most likely semi-detached

Shopping & eating behaviours:

- Shop in Aldi, Asda, Tesco
- Price sensitive, time poor and health conscious
- Not adventurous with food, due to being time poor (new parents)
- Recipe inspiration comes from: social media, recipe boxes, cooking classes

Interests & opinions:

- Ways to save time and money
- Prefer offers / promotions to be delivered via email and text

Media consumption:

- Digital consumption: Smartphone, Instagram
- Newspaper consumption: The Sun

3. Stretched families

Demographic profile:

- Makes up 23% of UK households (high indexing in NE, NW & Yorkshire)
- Lowest income group, average household salary is £24,253
- Aged 26-35
- Living in rented or social housing

Shopping & eating behaviours:

- Shop in Iceland, Asda, Aldi
- Buying affordable food and occasional takeaways / fast food
- Very price sensitive, feel stretched beyond their means
- High spend on frozen food
- Are not concerned about the environment
- Recipe inspiration comes from: social media, YouTube, recipe boxes

Interests & opinions:

- Heavy social media users
- Celebrities
- Prefer offers / promotions to be delivered via landline, calls & text

Media consumption:

- Digital consumption: Facebook
- Newspaper consumption: The Sun, The Daily Star, The Daily Record

4. Mid-market families

Demographic profile:

- Makes up 19% of UK households (high index in Wales & north of Scotland)
- Mid-affluence, average household salary is £33,109
- Aged 56-65
- Living in owned home, most likely semi-detached

Shopping & eating behaviours:

- Shop in Morrison's, Lidl, Aldi
- Eating less meat
- Consume high quantities of frozen food & processed meals
- Mildly price sensitive, interested in deals & savings when shopping, not brand loyal
- Does not engage with food delivery platforms
- Does not engage hugely with recipe inspiration

Interests & opinions:

- Interested in convenience above luxury and the environment

Media consumption:

- Digital consumption: Not hugely active online, will use Facebook for those that are
- Newspaper consumption: The Daily Mail.

5. Comfortable seniors

Demographic profile:

- Makes up 7% of UK households (high indexing in the south and SE)
- Affluent, retired, living on pension / investments with average household salary is £39,468
- Aged 66+
- Living in owned home, mortgage-free, detached property

Shopping & eating behaviours:

- Shop in Waitrose, Marks & Spencer, Sainsbury's
- Consume a range of fish species
- Views fish as an enjoyable treat
- High spend on chilled food
- Recipe inspiration: cookbooks, newspaper recipes, recipe magazines
- Does not engage with food delivery platforms

Interests & opinions:

- The arts & opera
- Healthy eating & lifestyle choices
- Prefer to receive offers & promotions by post
- Aware of environmental issues

Media consumption:

- Digital consumption: BBC News, grocery & alcohol sites
- Newspaper consumption: The Times, The Telegraph, The Daily Express, The Daily Mail

6. Stretched seniors

Demographic profile:

- Makes up 15% of UK households (High indexing in Wales, NE & Yorkshire)
- Low affluence, retired, living in long-term accommodation with average household salary of £20,115
- Aged 66+

Shopping & eating behaviours:

- Shop in Morrison's, Lidl, Marks & Spencer
- Recipe inspiration: cookbooks and newspaper recipes
- Views fish as healthy, eats small quantities regularly
- Does not engage with food delivery platforms or take-away food

Interests & opinions:

- Traditionalists with run-of-the-mill interests
- Like to receive offers by landline and post
- Vague interest in environmental issues
- Values a sense of security and health

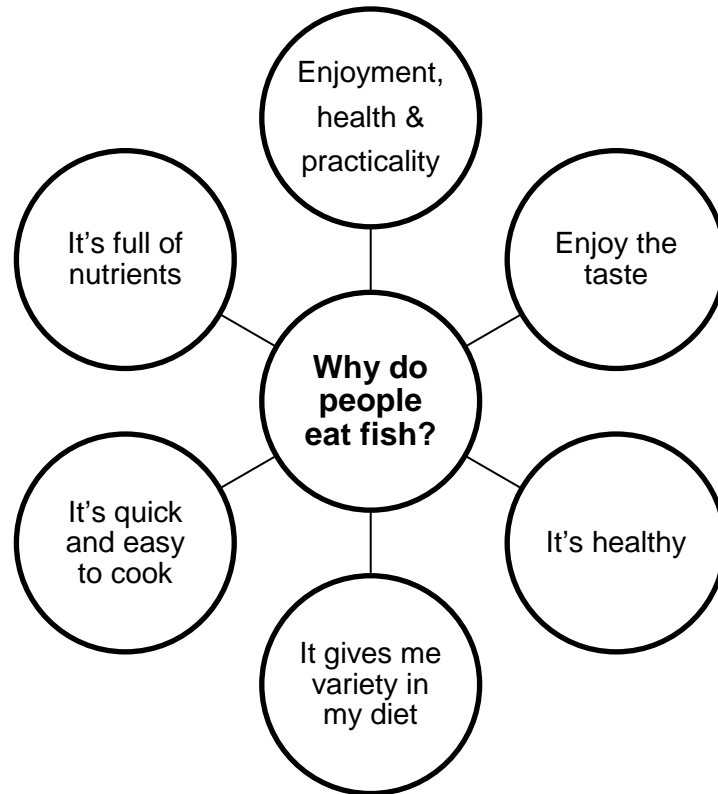
Media consumption:

- Digital consumption: Very little, if at all
- Newspaper consumption: The Daily Express, The Daily Mirror, The Daily Record, The Daily Mail

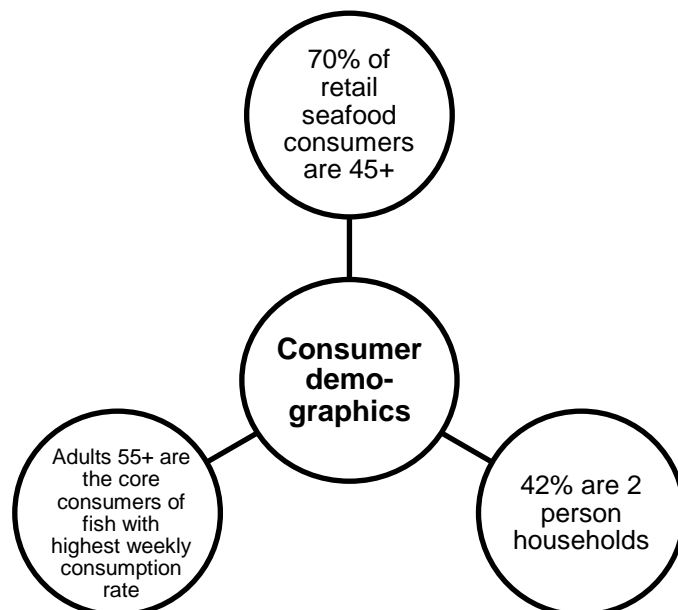
UK consumer insights:

Based on Seafish 'State of the Nation' report, 2018.

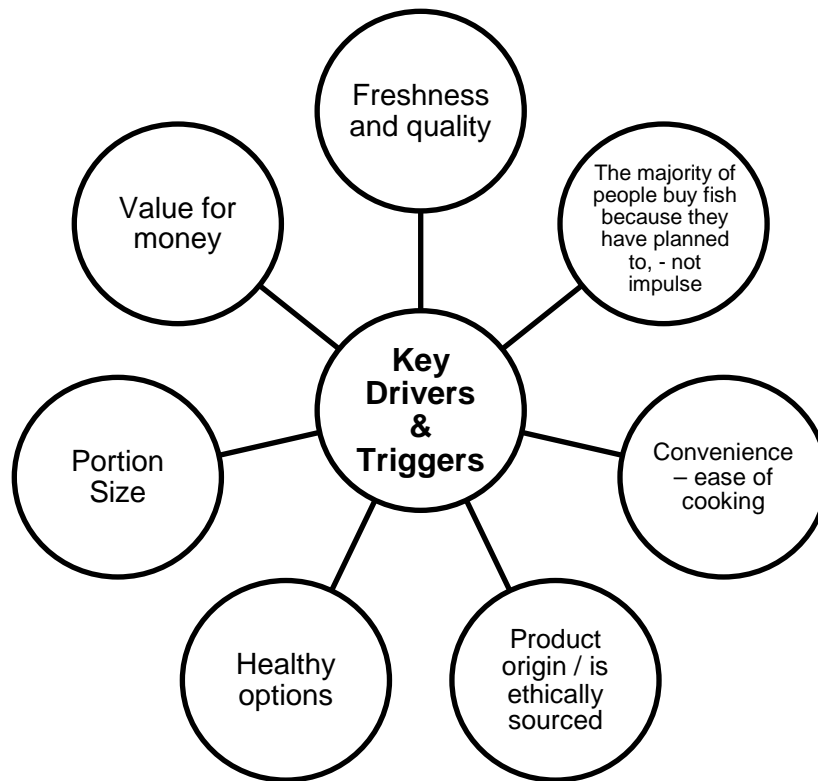
What are the key needs & motivators for eating fish?



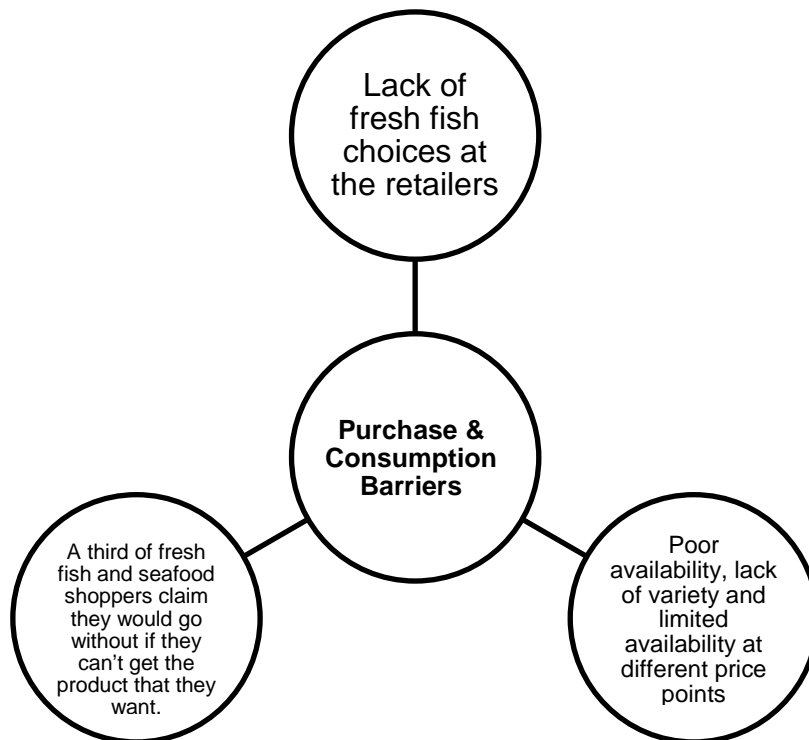
Who's eating seafood?



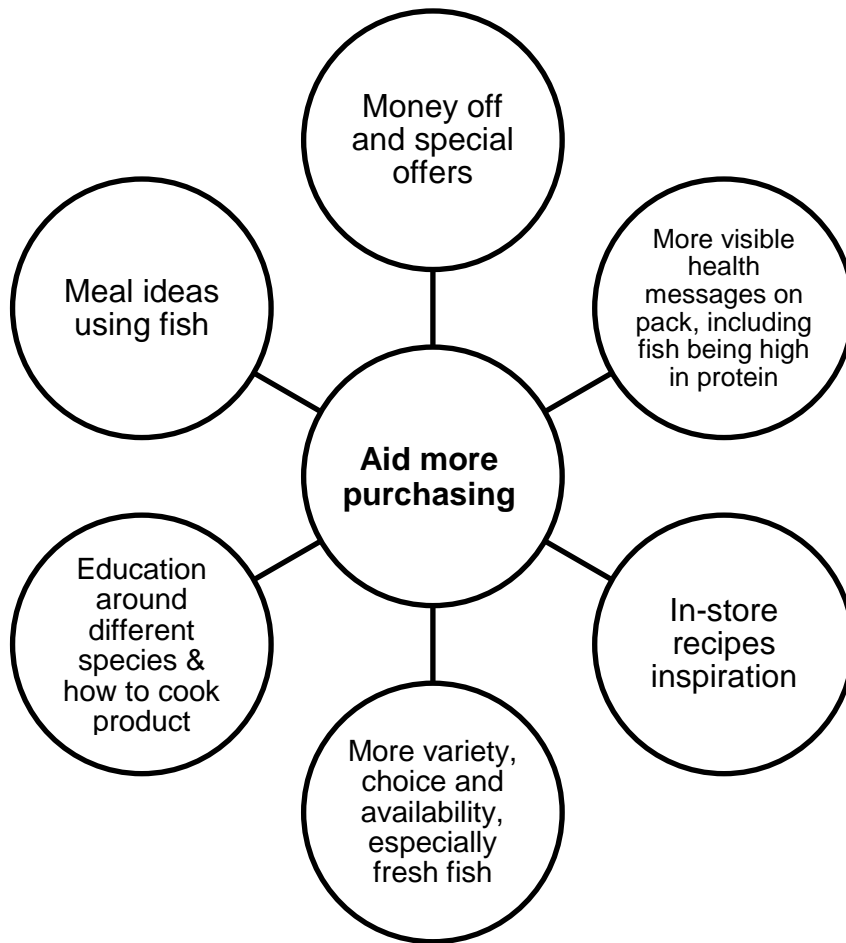
What are the important factors when buying seafood?



What are the barriers to buying and eating more fish?



What could increase purchase and consumption of seafood?



Appendix 6

WORKSTREAM TIMINGS:

Month	Brand	Seasonal	F&C	Positive Ind.
July (Launch)	ON	OFF	OFF	ON
August	ON	OFF	OFF	ON
September	ON	OFF	OFF	ON
October	ON – lighter	ON	ON	OFF
November	ON – lighter	ON	ON	OFF
December	ON – lighter	ON	ON	OFF
January 2021	ON – lighter	ON	ON	OFF
February	ON – lighter	ON	ON	OFF
March	ON – lighter	ON	OFF	ON

Traditionally, we have focussed our marketing activity efforts around winter – due to spikes in seafood sales during this period. Whilst we’re looking to move to an ‘always on’ campaign approach, we’d like to work with the tide and current consumer purchase behaviour. This is why October 2020 thru February 2021 is where most proposed activity sits.

We should look to dial up/down activity based on audience engagement, reaction and behaviours, as each of the workstreams and campaigns within develops.