

## **Seafish**

### **‘Creative Brand Development’**

#### **Invitation to Tender (Open Procedure)**

**Issued on: 5<sup>th</sup> September 2022**  
**Seafish Reference No: TD2022-005**

#### **Seafish Contact Details**

**Names:** Catherine McCurdy-Fowler & Greg Smith

**Email:** [catherine.mccurdy-fowler@seafish.co.uk](mailto:catherine.mccurdy-fowler@seafish.co.uk) / [greg.smith@seafish.co.uk](mailto:greg.smith@seafish.co.uk)

Completed tenders by e-mail by the deadline (**5pm, Monday 26<sup>th</sup> September 2022**) to Catherine and Greg, details as above.

#### **Seafish**

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

Tel: 0131 558 3331

Website: [www.seafish.org](http://www.seafish.org)

## Contents

1.	Introduction – Who and what are we looking for? .....	3
2.	About us .....	4
3.	Brand Background.....	6
4.	Project Scope/Deliverables.....	8
5.	Project (brand) Objectives .....	10
6.	Project Timings and costs.....	12
7.	Responses to this Invitation to Tender.....	13
8.	Timeline of Tender process .....	15
9.	Awarding Criteria .....	16
10.	Contract, contacts and project management.....	17
	Appendix One: Declaration of Tenderer.....	18
	Appendix Two: Example 'Conditions of Contract' (for reference only).....	20

## 1. Introduction – Who and what are we looking for?

This document outlines the requirements for a creative partner to support our Seafish brand development and campaign activity. The successful applicant will deliver against our project scope within a budget of £55,000 (inc. VAT), across an initial period of five months (November 2022 to March 2023, inclusive).

We're looking for a partner who can deliver projects, whilst offering the following:

- 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 creative planning, alongside execution.
- Embraces what we already know about our audiences, and what our research is telling us – and helps build upon that, ensuring the target customer is at the centre of everything we do.
- Embraces a measured approach to success – understanding organisational objectives and being able to articulate ROI for Seafish at every turn.
- Offers a creative mindset – providing proactive solutions to challenges and changing demands, rather than relying upon a 'horse to water' approach.

### Important note:

**Following acceptable and successful completion of project work by March 2022, we may extend the agreement for another 36 months, concluding in March 2026.** This subsequent work would be scoped and covered under a separate contract. Budget has not yet been confirmed but would likely reflect a similar figure for this tender, allocated at the beginning of each financial year that follows.

Contracted partners would not be expected to re-tender during this period.

## 2. About us

We are Seafish – a non-departmental public body (NDPB). We support the seafood sector in the UK to help it thrive. We work with everyone involved in the seafood journey from catch to plate. Our work makes a huge difference by:

- Keeping fishers safe;
- Supporting sustainable sourcing;
- Helping businesses work better;
- and boosting the nation's health.

We tackle everything from research to campaigns and insights to training; whatever we can do to give our industry the support it needs to thrive. Our unique non-competitive role means we work in partnership with people from across the seafood sector in the UK. We help them overcome challenges and take hold of opportunities.

### Our purpose

**We're here to give the UK seafood sector the support it needs to thrive.**

We know what seafood can do for the nation:

- It's packed full of nutrition;
- When managed responsibly, it's sustainable;
- It creates long-term job opportunities;
- Builds and sustains communities, and
- Drives business prosperity.

We know [seafood is the way forward](#). When this industry thrives, the whole nation thrives.

Find out about some of the businesses we've helped recently in our '[Supported by Seafish](#)' stories.

## Our priorities

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 to navigate a changing political, economic, and regulatory landscape.
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 recruit, develop and retain a suitably skilled workforce and addressing complex challenges around workplace safety.
4. **Ensuring sustainable supply:** Helping the seafood sector to responsibly source seafood in an increasingly competitive global market and ensuring business and consumer expectations on sustainability including human and animal welfare issues and the wider marine environment are met.
5. **Data, innovation and insight:** Helping the sector access data, information and knowledge to ensure it is equipped to understand and respond innovatively to current challenges and opportunities.

## Our Guiding Principles

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:

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

### 3. Brand Background

#### 2018 – 2020:

In 2018 we launched our current brand look and feel after undergoing an extensive rebrand. We moved away from being seen as an often misunderstood ‘industry authority’ to reposition ourselves as a more ‘approachable, supportive facilitator’. We achieved this by creating a stronger brand platform to operate from, driven by insight from our stakeholders. This was outlined in a clear vision, mission and supporting values.

The look and feel of the brand changed significantly in 2018 too, as we began to introduce secondary colours, a friendlier language/tone and the use of vibrant people photography. These visual enhancements helped complement our repositioning.

#### 2020 – 2022:

In 2020, we began to strengthen the foundational brand work and build on our existing assets. We developed Brand Guidelines (**available on request**), which we’re continuing to evolve today. They provided a strong sense of direction internally, ensuring our outputs were all working hard to echo everything we stand for.

We also launched our updated Seafish website in 2020, which offered a great opportunity to enhance our digital brand offering, alongside our social media profiles and activities. As a public body, our website and digital brand assets had to follow strict accessibility requirements, which we’ve continued to build on and learn from ever since. Ensuring our digital content and channels are accessible to all is very important to us.

Creation of our guidelines helped us develop better real-world presence with our brand too (when Covid wasn’t stopping us from going out!) This resulted in production of Seafish-branded clothing for our colleagues, and the construction of different stands and displays for seafood events.

Further into 2020, we developed a more refined tone of voice for the brand. A set of new characteristics helped strengthen how we communicated our offering to the seafood industry and brought us together internally too. This has helped our written content become more consistent and channel-friendly over time.

#### 2022 – the future!

Now in 2022, we’re ready to continue the momentum and build towards development of an ambitious,

five-year brand strategy from 2023 onwards. We still have some pivotal audience work to deliver in 2022, which will help support everything we do at Seafish, moving forward. Until we get to that point, we're keen to deliver some nuts-and-bolts brand campaigns and activities in the next five months. **These projects are outlined in the next section.**

## 4. Project Scope/Deliverables

We've identified a handful of priority projects that we'd like support in delivering, over a five-month period.

Project name	Assigned budget (all totals inclusive of VAT)	Overview of activity/deliverables*
Seafish brand evolution	£30,000	<ul style="list-style-type: none"> <li>• Evolution of existing guidelines – including scoping and fulfilment of any 'content gaps' (with creation of new photography, video, etc.).</li> <li>• Preparation for development of our forthcoming Corporate Plan (2023 – 2028).</li> <li>• Creative overview/direction for all Seafish design work in 22/23**.</li> </ul>
Seafish audience profiling	£10,000	<ul style="list-style-type: none"> <li>• Development of new audience profiles (visual templates), to depict forthcoming Seafish target demographics.</li> </ul>
Industry reputation campaign	£10,000	<ul style="list-style-type: none"> <li>• Creative concept and art direction for sizeable (overall spend £50k+) campaign, to positively promote wider seafood industry reputation. Specific topic/audience TBC.</li> </ul>
Reactive industry campaign(s)	£5,000	<ul style="list-style-type: none"> <li>• Creation of design template(s) for ad-hoc, smaller industry reputation content opportunities/micro campaigns.</li> </ul>
Content art direction	£TBC (ad-hoc)	<ul style="list-style-type: none"> <li>• Opportunity to provide art direction/creative input on any forthcoming photo or video shoots, to ensure brand value and consistency**.</li> <li>• Working alongside our Comms team to identify and fulfil additional 'content gaps'.</li> </ul>

***\*All work within scope should be produced solely by the appointed partner and not sub-contracted to third parties.***

***\*\*We work with several partner agencies, across the UK and beyond. We'd like to continue this working model, bringing a variety of ideas and creativity to the Seafish table. Our awarded applicant of this tender would play a lead role in defining the overall creative approach and tone for our biggest projects and would be expected to work alongside other, existing partners to deliver on our behalf.***



Whilst considering your approach to delivering the project scope, it's important to consider the following three areas in particular:

1. B2B Audiences:

Our stakeholders are classed as 'those within, and connected to, the wider seafood industry'. We're conscious this is a very large and diverse audience group!

In 2022/23, we have plans to deliver a project that will outline the details of our target stakeholder groups. These groups will be further refined as 'audience profiles', helping us more efficiently and effectively target our customers with our output.

Whilst this work is still underway, we're confident our groups will follow a model of the basic seafood supply chain, from 'catch to plate'. This will focus on audience-specific nuances within the **catching/aquaculture** sectors, through to **seafood processing**, and finally **retail and foodservice**.

2. The importance of accessibility:

As we've mentioned in Section Three, ensuring our digital content is accessible by all, is something that's very important to us. We expect any creative, digital or agency partner to be fully up-to-speed on accessibility legislation.

3. Our partner evaluation model

To get the best from our working relationships, we run a quarterly partner review model. This is a simple way to review and score our partner's progress against the scope of work and project objectives (see next section).

**We'll hold quarterly sessions, where we'll score our partners using a simple traffic-light system.** Green means 'great, keep going', amber means 'stuff to improve on', red means 'critical issues that must be fixed'. As all relationships should be a two-way street, we'd expect our partners to provide the same radical candour in assessing our approach and engagement too.

**We'll also expect our partners to produce activity-specific Lessons Logs, at the end of each project.** This will support discussions and scoring at our quarterly sessions.

## 5. Project (brand) Objectives

All the work we do under our Seafish brand is driven by our Stakeholder Engagement Strategy (SES). The SES is an internal commitment to provide our customers with the best possible service. It ties us all together, across our teams and directorates, and ensures we're delivering valuable work in a meaningful way.

**Our customers represent both those outside the organisation (our seafood industry stakeholders), and those within the organisation (our colleagues).**

The SES is built around a 'Gold Standard' state of operation, which is underpinned by five key principles:

1. We know our stakeholders and understand their needs.
2. We listen and build strong relationships with them.
3. We capture stakeholder input to design and deliver our work to achieve measurable benefits.
4. We nurture the support these benefits create to establish powerful advocates for Seafish and the seafood industry.
5. We have the skills and knowledge to enable us to consistently deliver excellent stakeholder engagement.

We're aiming to move people from left to right on the following 'journey of engagement':



In the Comms team, we have a specific goal to **maximise engagement opportunities with stakeholders**. Therefore, we'd like to work towards the following three objectives for the scoped activity (individual KPIs to be agreed ahead of each project):

1. **Ensure any core brand alterations/updates are positively received by audience group(s)**, showing a clear improvement on engagement scale/stages (moving people left to right).
2. **Improve internal engagement** (against benchmarked standards) with any brand updates/materials/outputs, showing a clear increase in engagement.
3. **Increase external campaign engagement rates** (against benchmarked standards), alongside other partners/Seafish teams, driven by improved creative output.

## 6. Project Timings and costs

The start date for this partnership and related projects is expected to be **1<sup>st</sup> November 2022 with completion by 31<sup>st</sup> March 2023.**

Following acceptable and successful completion of work within the initial project scope, an extension of the agreement may be offered. This would run for up to 36 months, and the project scope and budget would be announced at the end of each preceding financial year.

This tender is worth up to £55,000 (**incl. VAT**) for five months of work, which should cover planning, development, delivery and measurement of all proposed activity and outputs. We'd anticipate a rough split of spend across the project work, as follows:

Project name	Assigned budget ( <b>all totals inclusive of VAT</b> )
Seafish brand evolution	£30,000
Seafish audience profiling	£10,000
Industry reputation campaign	£10,000
Reactive industry campaign(s)	£5,000

## 7. Responses to this Invitation to Tender

### Stage One:

Applicants are requested to submit a written response to this invitation to tender, providing the following:

- A completed tender declaration, from [Appendix One](#).
- Case studies showing examples of project delivery across other work, that's akin to the deliverables within our Project Scope in [Section Four](#).
- An org. chart or team planner, detailing who'd work across the projects and information about your own workplace culture.
- A detailed plan specifying timescales for the projects and your overall approach/methodology for project management.
- A clear breakdown of costs based on totals within [Section Six](#). Including a company rate card for any ad-hoc activity.
- Explanation of any projects previously undertaken for Seafish, including point of contact at Seafish.

Completed tenders should be **formatted as a PDF, no more than 20 pages** (including declaration and any appendices) and submitted via e-mail to: [Catherine McCurdy-Fowler](#) and [Greg Smith](#) no later than **5pm, Monday 26<sup>th</sup> September 2022**.

### Stage Two:

We will short-list and invite the top three successful tenderers (based on Awarding Criteria in Section 10) to attend our offices in Edinburgh in person, so that:

- We can get to know the team we'd be working with.
- We can each ask any outstanding questions, so that everyone is clear on the scope of the project and your proposal.
- You can present your thinking to our 'Final Challenge Question', which we'll issue to the three successful parties from Stage One once that stage concludes.

There will be three, 1-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. We'll also provide you with details of the 'Final Challenge Question' at this point too. You're free to structure your presentation and its content however you'd like, all we'd ask is that you keep to a 30 min schedule, so we have time for questions.

Following your presentation, our evaluation board will review and update the score we gave you for your original tender document submission, based on the additional information made available during your presentation. We'll use the same Awarding Criteria as outlined in Section 10.

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

## 8. Timeline of Tender process

The deadline for submitting tenders by e-mail is **5pm, Monday 26<sup>th</sup> September 2022**. Submissions received after this time will not be accepted. The tender process timetable is as follows:

Actions	Date(s)
Distribution of tender document	Monday 5 <sup>th</sup> September 2022
Any/all questions from tenderers received – and posted on Seafish website. <b>Tender-specific questions received after this date will not be answered.</b>	Monday 19 <sup>th</sup> September
<b>Last date for receipt of applicant submissions</b>	Monday 26 <sup>th</sup> September
Assessment of submissions and follow up as required	w/c 26 <sup>th</sup> September
Top three tender applicants notified	Monday 3 <sup>rd</sup> October
Successful applicants to present at Seafish Edinburgh offices	Monday 17 <sup>th</sup> October
Notification to successful applicant of intent to award contract	Tuesday 18 <sup>th</sup> October
Notification to unsuccessful applicants	Wednesday 19 <sup>th</sup> October
Post-tender contract meeting	Monday 24 <sup>th</sup> October
Contract agreed and signed	Friday 28 <sup>th</sup> October
Contract commencement date	Monday 31 <sup>st</sup> October

## 9. Awarding Criteria

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

CRITERIA	DESCRIPTION
<b>Exclusion</b>	You have not been excluded from this procurement process 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 three 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 award the work to the company which offers the most advantageous proposal to us in terms of value-for-money, functionality and any other factors specified within this document. In the interest of maintaining the highest level of transparency, fairness and competition the below evaluation matrix will be used to score each tender.

Selection and Awarding Criteria	Weighting (%)
<u>Understanding project scope</u> – Demonstrating an understanding of project requirements via your own case studies, which align with and complement the Seafish brand.	30
<u>B2B experience</u> – Showing relevant experience and knowledge of working with B2B brands and campaigns.	20
<u>Project management and ‘value for money’</u> – Outlining how you’d handle project management, who we’d be working with in the team, and how you’d ensure we receive ‘value for money’ and return on investment for everything we do together.	30
<u>Potential fit with Seafish team(s)</u> – Showcasing shared values and any examples of approach to good working relationships with other clients.	20



## 10. Contract, contacts and project management

The contract and project will be managed by the Seafish Communications team, who'll be responsible for ensuring the scope of work is delivered. The awarded applicant is required to host regular status meetings (once per fortnight) and submit monthly updates on project progress to the Seafish Comms team.

**It is a condition of participation in this Procurement Exercise that the Tenderer accepts the Seafish Conditions of Contract included in Appendix Two.**

For further information on this tender and to submit completed tenders by e-mail by the deadline (5pm, Monday 26<sup>th</sup> September 2022), to: [Catherine McCurdy-Fowler](#) and [Greg Smith](#).

**Any questions regarding the Invitation to Tender must be submitted in writing, no later than 5pm Monday 19<sup>th</sup> September 2022.** All questions and Seafish responses will be posted publicly on our website.

## Appendix One: 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 information provided:

- Declaration of Tenderer
- Case studies
- An org. chart or team planner
- A plan specifying timescales/project management approach
- A clear breakdown of costs
- Explanation of any projects previously undertaken for Seafish

\*I/We agree to abide by this tender from **5pm, Monday 26<sup>th</sup> September 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:

Title:

Duly authorised to sign Tenders for and on behalf of:

Name of  
Tenderer

Nature of  
Company\*

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 their own name.***

## Appendix Two: Example 'Conditions of Contract' (for reference only)

### 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 £XX,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.**