



Department
for Environment
Food & Rural Affairs

COMMERCIAL IN CONFIDENCE

Selex ES Limited
Harbour Road
Fraserburgh
AB43 9TB

Our Ref: 21818
Date 17 March 2015

FTAO [REDACTED]

By Email to: [REDACTED]

Dear [REDACTED]

Award of contract for the supply of Electronic Reporting System (ERS Training) to the Marine Management Organisation (Services)

Following your tender/proposal for the supply of the Services to the Marine Management Organisation (**Customer**), we are pleased to award this contract to you.

This letter (**Award Letter**) and its schedules set out the terms of the contract between the Customer and Selex ES Limited (**Contractor**) for the provision of the Services.

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract attached to this Award Letter (**Conditions**).

If there is any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Contractor terms and conditions to this Agreement as they will not be accepted by the Customer and may delay the process.

For the purposes of the Agreement, the Customer and the Contractor agree as follows:

The Services shall be performed onboard individual vessels or at the Contractor's premises.

The charges for the Services shall be as set out in Schedule 2.

The specification of the Services to be supplied is as set out in Schedule 1.



Department
for Environment
Food & Rural Affairs

The Term shall commence on 26th March 2015 and the Expiry Date shall be on 22nd April 2015.

The address for notices of the Parties are:

Customer

Contractor

[Redacted]

[Redacted]

Marine Management
Organisation

Selex ES Limited

Lancaster House,
Hampshire Court

Harbour Road
Fraserburgh
AB43 9TB

Newcastle Upon Tyne,
NE4 7YH

Email:

Email:

[Redacted]

[Redacted]

The following persons are Key Personnel for the purposes of the Agreement:

Name

Title

[Redacted]

MMO Electronic Reporting Systems
Officer

[Redacted]

Regional Office Manager

The Customer may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Contractor shall ensure that no person who discloses that he/she has a



Department
for Environment
Food & Rural Affairs

conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

All invoices should be sent, quoting a valid purchase order number (PO Number), to: SSCL, Lion House, Willowburn Trading Estate, Alnwick, Northumberland, NE66 2PF. Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to ssd.enquiries@defra.gsi.gov.uk or by telephone **0845 603 7262** between 09:00-17:00 Monday to Friday.

Liaison

For general liaison your contact will continue to be [REDACTED]

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to [REDACTED] at the address provided below **within 7 days** from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.



Department
for Environment
Food & Rural Affairs

Yours faithfully,

[Redacted signature]

Consultancy and Corporate Services
Network Corporate Services
Department for Environment, Food and Rural Affairs
Procurement & Commercial Function
Room 401, Foss House, Kings Pool
1-2 Peasholme Green
York YO1 7PX

T: [Redacted phone number]

e-mail: [Redacted email address]



Department
for Environment
Food & Rural Affairs

We accept the terms set out in this Award Letter and the Conditions.

SIGNED for and on behalf of [insert name of Contractor]

Signature:

Name (block capitals)

Position:

COMMERCIAL OFFICER

Date:

18th March 2015



Department
for Environment
Food & Rural Affairs

Schedule 1 – Specification of Requirements

BACKGROUND

The Marine Management Organisation (MMO) is an Executive Non-Departmental Public Body (NDPB) established in April 2010 and given powers under the Marine and Coastal Access Act 2009. Our mission is to enable the sustainable development of English seas.

The creation of the MMO brought together a range of existing marine management activities and new duties into a single organisation, marking a fundamental shift in planning, regulating and licensing activity in the marine area.

MMO has a wide range of responsibilities, including implementing a new marine planning system, licensing marine works and managing UK fishing fleet capacity and UK fisheries quotas.

ELECTRONIC RECORDING SYSTEMS

EC Council Regulation No. 1224/2009 sets out the requirements for fishing vessels to send fishing activity data electronically. It applies to all 12m and over vessels who are required to transmit data daily.

To meet this EU obligation, the UK Fisheries Administrations have undertaken a process for accrediting electronic logbook reporting software systems. Only such systems that have been approved by the UK Fisheries Administrations comply with the requirements, and vessel operators must only use software systems from the approved list.

REQUIREMENT

While an initial round of training has been supplied to enable skippers and operators to bring these systems into service, operational practice has demonstrated that this was in many cases inadequate.

Additional training is required to enable recipients to become familiar with their selected system to enable them to understand what is required, and to be able to undertake all practical actions to enable compliance with the requirement of electronic reporting:

Individual system providers are required to provide this additional training to vessels within the English fleet that are utilizing their software systems. The Contractor will need to consider the most appropriate means of delivering the training, in terms of mode and location of training, to their individual target group of trainees.



Department
for Environment
Food & Rural Affairs

The training to be provided shall ensure trainees become familiar with the systems, and enable them to understand the following subject matters as stipulated in the regulatory framework of the systems:

1. A brief description of the scheme (known as UK XSD 3.1)
2. A description of how to prepare the system for use
3. A description of how to undertake actions, including correcting messages in relation to the current list of electronic logbook reports as follows:
 - departure from port (DEP)
 - fishing activity report (FAR)
 - discards (DIS)
 - catch on entry (COE)
 - catch on exit (COX)
 - prior notification of arrival (PNO)
 - end of fishing (EOF)
 - return to port (RTP)
 - control point (CON)
 - landing (LAN)
 - relocation of fish (RLC)
 - transshipment (TRA)
4. A description of the following
 - Acknowledgement (ACK) messages and Not-Acknowledged (NAK) messages
 - The implications of an inspection by the fishing authorities and the actions to be undertaken
 - Actions to be taken immediately after last fishing operation
 - Actions to be taken before entering port
 - The implications of fishing in more than one ICES division
 - The implications of fishing in the Norwegian EEZ



Department
for Environment
Food & Rural Affairs

TRAINING DELIVERY

The Contractor will deliver training to skippers, and other representatives as appropriate, of a fleet of 45 vessels that have Contractor software installed.

Training will be provided via individual face to face sessions. Sessions will be delivered at either Selex offices, or on board individual vessels, locations to be established in developing the Training Delivery Plan. This plan will be in line with the methodology contained within the proposal received from the supplier on 9 February 2015.

In developing the Training Delivery Plan, the Contractor should make every effort to minimize Travel, Subsistence and Other expense related costs that are to be recharged to the Authority

The Contractor will provide the Customer with a copy of the Training Delivery Plan in advance of training commencing, and maintain a record of training delivered to include the following details

- Vessel Name
- Skipper's Name
- Date of Training Delivery

The Customer shall be entitled to retain and use this Training Delivery Plan and to the extent that any intellectual property rights are contained or comprised therein, the Contractor grants to the Customer a licence to use the same as set out in clause 9.3.1 of the Conditions.

Each supplier is asked to assess a basic level of competence of each trainee prior to recording the receipt of training. If suppliers wish to issue certification that is a decision for each supplier as appropriate.

Training Materials:

The Contractor shall provide all training materials necessary to deliver the training. Such materials shall remain the property of the Contractor provided that the Customer (and the recipients of the training) shall be entitled to use the same together with any know-how gained during the course of the agreement, as required



Department
for Environment
Food & Rural Affairs

to obtain the benefit of the Services. To the extent any background or other intellectual property rights are contained in any such training materials or know-how, the Contractor shall grant the Customer rights to use the same as required to obtain the benefit of the Services as set out in clause 9.3.2 (a) and (b) of the Conditions.

Schedule 2 – Breakdown of Costs



