

AGREEMENT FOR THE CONTRACTING OF DATA COLLECTION ACTIVITIES

THIS AGREEMENT is made the XXth Month 2015

BETWEEN:

- (1) THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS of Nobel House, 17 Smith Square, London SW1P 3JR (“The Secretary”) acting through THE CENTRE FOR ENVIRONMENT, FISHERIES AND AQUACULTURE SCIENCE of Lowestoft Laboratory, Pakefield Road, Lowestoft, Suffolk, NR33 OHT (“Cefas”)**

-and-

(“Contractor”)

WHEREAS:

1. The Secretary of State wishes to have carried out the work as specified in the Appendix 1.
2. The Contractor has submitted to the Secretary of State a proposal to carry out the work.
3. The Secretary of State is willing to provide funding for the work.

NOW IT IS HEREBY AGREED:

A: COMMENCEMENT AND DURATION.

1. The Contractor shall commence the data collection activities within the agreed time period as specified in the Invitation to Tender document with the actual commencement date to be agreed between the Skipper and Cefas.
2. Completion of the work is when comments are received from the Skipper and agreed by Cefas for the scientific report for the project.
3. Embarkation and disembarkation ports will be agreed at the Detailed Operations Plan meeting.
4. The Contractor will participate in meetings and agree the scientific reports in the times specified in the Invitation to Tender.

B: CONTRACTED WORK

1. The Contractor will carry out the Work specified in Appendix 1 in accordance with the provisions of Appendix 1 of this Agreement.

C: KEY PERSONNEL

1. The named Skipper is: XXXX

D PRICE AND PAYMENT ARRANGEMENTS

1. Cefas shall pay the contractor the total agreed inclusive sum for the survey not exceeding the amount of **£X** (including VAT). VAT should be identified separately on the invoices.

Payment will be made in two parts (on receipt of invoices to be submitted by the Contractor):

95% of the total agreed price (including VAT) will be paid on completion of the data collection activity and submission of **landings / sales notes** to Cefas (if applicable to the FSP project).

The balance 5% of the total agreed price (including VAT) will be paid following written comments from the skipper for inclusion in the scientific report as per the requirement stated in the Invitation to Tender.

Breakdown of payments in UK Pounds Sterling (£) is shown in the table below:

Contract Reference: FSP (2015-16) (XX) Project Name

	95% of price	VAT (at 20%)	Total	5% of price	VAT (at 20%)	Total	Grand Total
2014							
Total price (including VAT)							

2. Subject to satisfactory completion of the tasks, Cefas shall pay the Contractor the amounts invoiced within 30 days of the receipt and agreement of the Contractor's correctly prepared valid VAT invoice.
3. Cefas shall make payments to the Contractor either by cheque in Pounds Sterling or directly to the Contractor's bank account.

Please complete details below for your **preferred** method of payment:

Details for cheque payment:

Name of payee:

Address:

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.....

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Details for bank payment:

Bank Name:

Account Name:

Account Number:

Sort Code:/...../.....

Bank Address:.....

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Contract Reference: FSP (2015-16) (XX) Project Name

E: NAME OR TITLE OF PERSON IN CHARGE FOR CEFAS AND THE CONTRACTOR

	CEFAS	Contractor
Contact Name		
Role	Project Manager	
Address	FSP Contract Office CEFAS Pakefield Road Lowestoft Suffolk, NR33 0HT	
Tel		
Fax		
email		

F: STANDARD TERMS AND CONDITIONS

1. The Secretary of State and the Contractor agree to observe and comply with the Standard Terms and Conditions which are incorporated into this Agreement and any Special Conditions set out in this Agreement.
2. Where there is an inconsistency between the Standard Terms and Conditions and the Special Conditions the latter shall prevail.

G: This Agreement supersedes and replaces any and all previous agreements, representations and statements relating to the Contracted Work, and consists of:

1. This Form of Agreement;
2. The Appendices;
3. The Standard Terms and Conditions;
4. The Invitation to Tender and completed Tender.

SIGNED FOR AND ON BEHALF OF
THE SECRETARY OF STATE FOR
ENVIRONMENT, FOOD AND RURAL
AFFAIRS

Signature:

Name:

Date:

SIGNED FOR AND ON BEHALF OF
CONTRACTOR

Signature:

Name:

Date:

APPENDIX 1

1. The Contractor shall provide the Contracted Work with all due diligence and in accordance with the Terms and Conditions following and the terms of this Agreement.
2. The objectives of the work are as detailed in the Introduction and Background in the Invitation to Tender document.
3. The full description of service provided by the Contractor as per their quote to The Secretary of State is as described in the Invitation to Tender document Appendix A
4. The Contractor will undertake the data collection work as stipulated in the Detailed Operations Plan (which includes Cefas' Observer's Charter, introduced 2012) as discussed and agreed with the Cefas project officer prior to carrying out the survey.
5. No commercial fishing in addition to that specified in the Detailed Operations Plan shall be undertaken at any time during the period of the survey.
6. As stated in the Invitation to Tender document at Appendix A A.8, the Contractor must be able to provide comments for the scientific report as required.