



Department
for Environment
Food & Rural Affairs

Short Form Contract

Contract for UK Vessel Monitoring System VMS Device Support Services

Contract Reference ECM_58512

July 2020

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THIS CONTRACT is dated

BETWEEN

MARINE MANAGEMENT ORGANISATION [REDACTED]
[REDACTED] "the **Authority**"; and

AST Marine Sciences Ltd [REDACTED]
[REDACTED]
[REDACTED] (the "**Supplier**").

(each a "**Party**" and together the "**Parties**").

BACKGROUND

- a) The Authority requires the services set out in Schedule 1 (the "**Services**").
- b) The Authority has awarded this contract for the Services to the Supplier and the Supplier agrees to provide the Services in accordance with the terms of the contract.

AGREED TERMS

1. Definitions and Interpretation

- 1.1 In the Contract, unless the context requires otherwise, the following terms shall have the meanings given to them below:

'Approval': the prior written consent of the Authority.

'Authority Website': [REDACTED]

'Contract Term': the period from the Commencement Date to the Expiry Date.

'Contracting Authority': an organisation defined as a contracting authority in Regulation 2 of the Public Contracts Regulations 2015.

'Controller': has the meaning given in the GDPR.

'Data Loss Event': any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

‘Data Protection Impact Assessment’: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

‘Data Protection Legislation’: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy.

‘Data Protection Officer’: has the meaning given in the GDPR.

‘Data Subject’: has the meaning given in the GDPR.

‘Data Subject Request’: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

‘Default’: a breach by the Supplier or Staff of its obligations under the Contract or any other default, negligence or negligent statement in connection with the Contract.

‘Dispute Resolution Procedure’: the dispute resolution procedure set out in Clause 20.

‘DPA 2018’: the Data Protection Act 2018.

‘Force Majeure’: any cause affecting the performance by a Party of its obligations under the Contract arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Supplier, its Staff or any other failure in the Supplier’s supply chain.

‘Fraud’: any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Authority or any other Contracting Authority.

‘GDPR’: the General Data Protection Regulation (Regulation (EU) 2016/679).

‘Good Industry Practice’: standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under similar circumstances.

‘Goods’: all products, documents, and materials developed by the Supplier or its agents, Sub-contractors, consultants, suppliers and Staff in relation to the

Services in any form, including computer programs, data, reports and specifications (including drafts).

‘Intellectual Property Rights’: any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites.

‘IP Materials’: all Intellectual Property Rights which are:

- a) furnished to or made available to the Supplier by or on behalf of the Authority; or
- b) created by the Supplier or Staff in the course of providing the Services or exclusively for the purpose of providing the Services.

‘Law’: any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party is bound to comply.

‘LED’: Law Enforcement Directive (Directive (EU) 2016/680).

‘Personal Data’: has the meaning given in the GDPR.

‘Personal Data Breach’: has the meaning given in the GDPR.

‘Price’: the price for the Services set out in Schedule 2.

‘Processor’: has the meaning given in the GDPR.

‘Protective Measures’: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

‘Replacement Supplier’: any third party supplier of services appointed by the Authority to replace the Supplier.

‘Staff’: all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-contractors who are engaged in providing the Services from time to time.

‘Sub-contract’: any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

‘Sub-contractor’: third parties which enter into a Sub-contract with the Supplier.

‘Sub-processor’: any third party appointed to process Personal Data on behalf of the Supplier related to this Contract.

‘Valid Invoice’: an invoice containing the information set out in Clause 3.3.

‘VAT’: Value Added Tax.

‘Working Day’: Monday to Friday excluding any public holidays in England and Wales.

1.2 The interpretation and construction of the Contract is subject to the following provisions:

- a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- b) words importing the masculine include the feminine and the neuter;
- c) reference to any statutory provision, enactment, order, regulation or other similar instrument are construed as a reference to the statutory provision enactment, order regulation or instrument (including any instrument of the European Union) as amended, replaced, consolidated or re-enacted from time to time, and include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;
- d) reference to any person includes natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- e) the headings are inserted for ease of reference only and do not affect the interpretation or construction of the Contract;

- f) references to the Services include references to the Goods;
- g) references to Clauses and Schedules are to clauses and schedules of the Contract; and
- h) the Schedules form part of the Contract and have affect as if set out in full in the body of the Contract and any reference to the Contract includes the Schedules.

2. Contract and Contract Term

- 2.1 The Supplier shall provide the Authority with the services set out in Schedule 1 (the “**Services**”) in accordance with the terms and conditions of the Contract.
- 2.2 The Contract is effective on ■■■■■ (the “**Commencement Date**”) and ends on ■■■■■ (the “**Expiry Date**”) unless terminated early or extended in accordance with the Contract.

3. Price and Payment

- 3.1 In consideration of the Supplier providing the Services in accordance with the Contract, the Authority shall pay the Price to the Supplier.
- 3.2 The Authority shall:
 - a) provide the Supplier with a purchase order number (“**PO Number**”); and
 - b) pay all undisputed sums due to the Supplier within 30 days of receipt of a Valid Invoice.
- 3.3 A Valid Invoice shall:
 - a) contain the correct PO Number;
 - b) express the sum invoiced in sterling; and
 - c) include VAT at the prevailing rate as a separate sum or a statement that the Supplier is not registered for VAT.
- 3.4 The Supplier shall submit invoices monthly in arrears to the respective Fishing Administrations as detailed in Annex 2 under SCHEDULE 2 - PRICES.
- 3.5 The Supplier acknowledges that:

- a) if the Supplier does not include VAT on an invoice or does not include VAT at the correct rate, the Authority will not be liable to pay the Supplier any additional VAT;
 - b) invoices which do not include the information set out in Clause 3.3 will be rejected.
- 3.6 Any late payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 3.7 The Supplier shall not suspend provision of the Services if any payment is overdue.
- 3.8 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract.

4. Value of Contract

- 4.1 The total contracted value is up to £[REDACTED] across the 3 year contract period however the Authority shall be invoiced for their portion of the contract as detailed in Schedule 2.
- 4.2 Each Administration (Detailed in Schedule 3, shall be individually invoiced for their portion which shall also be agreed through a Memorandum of Understanding (MoU).

5. Extension of the Contract

- 5.1 The Authority may, by written notice to the Supplier, extend the Contract for 2 further periods up to 12 months each.

6. Warranties and Representations

- 6.1 The Supplier warrants and represents for the Contract Term that:
- a) it has full capacity and authority and all necessary consents and regulatory approvals to enter into the Contract and to provide the Services;
 - b) the Contract is executed by a duly authorised representative of the Supplier;

- c) in entering the Contract it has not committed any Fraud;
- d) as at the Commencement Date, all information contained in its tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information false or misleading;
- e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- f) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to provide the Services;
- g) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar in relation to any of the Supplier's assets or revenue;
- h) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary to provide the Services; and
- i) Staff shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- j) it will comply with its obligations under the [Immigration, Asylum and Nationality Act 2006](#).

6.2. The Supplier warrants and represents that in the 3 years prior to the date of the Contract:

- a) it has conducted all financial accounting and reporting activities in compliance with generally accepted accounting principles and has complied with relevant securities;
- b) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as a going concern or its ability to provide the Services; and
- c) it has complied with all relevant tax laws and regulations and no tax return submitted to a relevant tax authority has been found to be incorrect under any anti-abuse rules.

7. Service Standards

- 7.1 The Supplier shall provide the Services or procure that they are provided with reasonable skill and care, in accordance with Good Industry Practice prevailing from time to time and with Staff who are appropriately trained and qualified.
- 7.2 If the Services do not meet the Specification, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the Specification within such reasonable time as may be specified by the Authority.
- 7.3 The Authority may by written notice to the Supplier reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Authority of the Goods. If the Authority rejects any of the Goods it may (without prejudice to its other rights and remedies) either:
- a) have the Goods promptly either repaired by the Supplier or replaced by the Supplier with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until the repair or replacement has occurred; or
 - b) treat the Contract as discharged by the Supplier's breach and obtain a refund (if the Goods have already been paid for) from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Authority in obtaining replacements.
- 7.4 The Authority will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with Clause 6.3.
- 7.5 If the Authority issues a receipt note for delivery of the Goods it shall not constitute any acknowledgement of the condition, quantity or nature of those Goods or the Authority's acceptance of them.
- 7.6 The Supplier hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is so specified, for 3 years from the date of acceptance. If the Authority shall within such guarantee period or within 30 Working Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall choose) free of charge.
- 7.7 Any Goods rejected or returned by the Authority pursuant to this Clause 6 shall be returned to the Supplier at the Supplier's risk and expense.

8. Termination

- 8.1 The Authority may terminate the Contract at any time by giving 30 days written notice to the Supplier.
- 8.2 The Authority may terminate the Contract in whole or in part by notice to the Supplier with immediate effect and without compensation to the Supplier if:
- a) being an individual, the Supplier is the subject of a bankruptcy order; has made a composition or arrangement with his creditors; dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the [Mental Health Act 1983](#);
 - b) being a company, the Supplier goes into compulsory winding up, or passes a resolution for voluntary winding up, or suffers an administrator, administrative receiver or receiver and manager to be appointed or to take possession over the whole or any part of its assets, is dissolved; or has entered into a voluntary arrangement with its creditors under the [Insolvency Act 1986](#), or has proposed or entered into any scheme of arrangement or composition with its creditors under section 425 of the Companies Act 1985; or has been dissolved;
 - c) being a partnership, limited liability partnership or unregistered company, the Supplier or an individual member of it goes into compulsory winding up; is dissolved; suffers an administrator or receiver or manager to be appointed over the whole or any part of its assets; or has entered into a composition or voluntary arrangement with its creditors;
 - d) the Supplier is in any case affected by any similar occurrence to any of the above in any jurisdiction;
 - e) subject to Clause 7.3, the Supplier commits a Default;
 - f) there is a change of control of the Supplier; or
 - g) the Supplier or Staff commits Fraud in relation to the Contract or any other contract with the Crown (including the Authority).
- 8.2 If the Supplier commits a Default which is capable of being remedied, the Authority may terminate the Contract pursuant to Clause 7.2(e) only if the Supplier has failed to remedy the Default within 20 Working Days of being notified of the Default by the Authority.

9. Consequences of Expiry or Termination

- 9.1 If the Authority terminates the Contract under Clause 7.2:

- a) and then makes other arrangements for the supply of the Services, the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Term; and
- b) no further payments shall be payable by the Authority to the Supplier (for the Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under Clause 8.1(a).

9.2 On expiry or termination of the Contract the Supplier shall:

- a) co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Supplier; and
- b) procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services) shall be delivered promptly to the Authority.

9.3 Save as otherwise expressly provided in the Contract:

- a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Supplier under Clauses 3, 8 to 13, 17, 26 and 28.

10. Liability, Indemnity and Insurance

10.1 Notwithstanding any other provision in the Contract, neither Party excludes or limits liability to the other Party for:

- a) death or personal injury caused by its negligence;
- b) Fraud or fraudulent misrepresentation; or
- c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or Parts I and II of the Supply of Goods and Services Act 1982.

- 10.2 The Supplier shall indemnify and keep indemnified the Authority against all claims, proceedings, demands, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which arise in tort (including negligence) default or breach of the Contract to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or Fraud of itself or of Staff or Sub-contractors save to the extent that the same is directly caused by the negligence, breach of the Contract or applicable law by the Authority.
- 10.3 The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Supplier.
- 10.4 Subject to Clause 9.1:
- a) neither Party is liable to the other for any:
- (i) loss of profits, business, revenue or goodwill;
 - (ii) loss of savings (whether anticipated or otherwise); and/or
 - (iii) indirect or consequential loss or damage
- b) each Party's total aggregate liability in respect of all claims, losses damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Contract, shall not exceed £1,000,000 (one million pounds) or 2x the value of the Contract whichever is the lower amount.
- 10.5 The Supplier shall, with effect from the Commencement Date and for such period as necessary to enable the Supplier to comply with its obligations under the Contract, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including employer's liability, death or personal injury, loss of or damage to property or any other loss, including financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Contract Term and for a minimum of 6 years following the end of the Contract.
- 10.6 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 10.7 If the Supplier fails to comply with Clauses 10.5 and 10.6 the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

- 10.8 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.
- 10.9 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

11. Confidentiality and Data Protection

- 11.1 Subject to Clause 11.2, unless agreed otherwise in writing, the Supplier shall, and shall procure that Staff shall, keep confidential all matters relating to the Contract.
- 11.2 Clause 10.1 shall not apply to any disclosure of information:
- a) required by any applicable law;
 - b) that is reasonably required by persons engaged by the Supplier in performing the Supplier's obligations under the Contract;
 - c) where the Supplier can demonstrate that such information is already generally available and in the public domain other than as a result of a breach of Clause 10.1; or
 - d) which is already lawfully in the Supplier's possession prior to its disclosure by the Authority.
- 11.3 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor unless otherwise specified in Schedule 3. The only processing that the Supplier is authorised to do is listed in Schedule 3 by the Authority and may not be determined by the Supplier.
- 11.4 The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 11.5 The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

- a. a systematic description of the envisaged processing operations and the purpose of the processing;
- b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- c. an assessment of the risks to the rights and freedoms of Data Subjects; and
- d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

11.6 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- e. process that Personal Data only in accordance with Schedule 3 unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
- f. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- g. ensure that:
 - (i) the Staff do not process Personal Data except in accordance with this Contract (and in particular Schedule 3);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - A. are aware of and comply with the Supplier's duties under this clause;
 - B. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;

- C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - h. not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - (i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Authority;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
 - i. at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Personal Data.
- 11.7 Subject to clause 10.8 the Supplier shall notify the Authority immediately if, in relation to any Personal Data processed in connection with its obligations under this Contract, it:
- j. receives a Data Subject Request (or purported Data Subject Request);
 - k. receives a request to rectify, block or erase any Personal Data;
 - l. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - m. receives any communication from the Information Commissioner or any other regulatory authority;

- n. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - o. becomes aware of a Data Loss Event.
- 11.8 The Supplier's obligation to notify under clause 10.7 shall include the provision of further information to the Authority in phases, as details become available.
- 11.9 Taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Contract and any complaint, communication or request made under Clause 10.7 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- p. the Authority with full details and copies of the complaint, communication or request;
 - q. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - r. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - s. assistance as requested by the Authority following any Data Loss Event;
 - t. assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- 11.10 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 10. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- u. the Authority determines that the processing is not occasional;
 - v. the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - w. the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

- 11.11 The Supplier shall allow for audits of its Personal Data processing activity by the Authority or the Authority's designated auditor.
- 11.12 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 11.13 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:
- x. notify the Authority in writing of the intended Sub-processor and processing;
 - y. obtain the written consent of the Authority; and
 - z. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 10 such that they apply to the Sub-processor; and.
 - aa. provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- 11.14 The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 11.15 The Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 11.16 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 11.17 This clause 11 shall apply during the Contract Term and indefinitely after its expiry.
- 11.18 [Where the Parties include two or more Joint Controllers as identified in Schedule 3, in accordance with GDPR Article 26 those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule [X] in replacement of Clauses 11.3 to 11.16 for the Personal Data in respect of which they are Joint Controllers.]

12. Freedom of Information

- 12.1 The Supplier acknowledges that the Authority is subject to the [Freedom of Information Act 2000](#) and the [Environmental Information Regulations 2004](#) (the “**Information Acts**”) and may be required to disclose certain information to third parties including information relating to this Contract pursuant to the Information Acts.
- 12.2 If the Authority receives a request for information relating to the Contract pursuant to either of the Information Acts, the Authority may disclose such information as necessary in order to comply with its duties under the Information Acts.

13. Intellectual Property Rights

- 13.1 The IP Materials shall vest in the Authority and the Supplier shall not, and shall procure that Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for the Supplier to provide the Services.
- 13.2 The Supplier shall indemnify and keep indemnified the Authority and the Crown against all actions, claims, demands, losses, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur arising from any infringement or alleged infringement of any Intellectual Property Rights by the availability of the Services except to the extent that they have been caused by or contributed to by the Authority’s acts or omissions.

14. Prevention of Corruption and Fraud

- 14.1 The Supplier shall act within the provisions of the [Bribery Act 2010](#).
- 14.2 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of money from the Authority.
- 14.3 The Supplier shall notify the Authority immediately if it has reason to suspect that Fraud has occurred, is occurring or is likely to occur.

15. Discrimination

- 15.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination in employment.
- 15.2 The Supplier shall notify the Authority immediately in writing as soon as it becomes aware of any legal proceedings threatened or issued against it by Staff on the grounds of discrimination arising in connection with the Services.

16. Environmental and Ethical Policies

- 16.1 The Supplier shall provide the Services in accordance with the Authority's policies on the environment, sustainable and ethical procurement and timber and wood derived products, details of which are available on the Authority Website.

17. Health and Safety

- 17.1 Each Party will promptly notify the other Party of any health and safety hazards which may arise in connection with the Services.
- 17.2 While on the Authority's premises, the Supplier shall comply with the Authority's health and safety policies.
- 17.3 The Supplier shall notify the Authority immediately if any incident occurs in providing the Services on the Authority's premises which causes or may cause personal injury.
- 17.4 The Supplier shall comply with the requirements of the [Health and Safety at Work etc Act 1974](#), and with any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Authority's premises when providing the Services.
- 17.5 The Supplier's health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) shall be made available to the Authority on request.

18. Monitoring and Audit

- 18.1 The Authority may monitor the provision of the Services and the Supplier shall co-operate, and shall procure that Staff and any Sub-contractors co-operate, with the Authority in carrying out the monitoring at no additional charge to the Authority.

- 18.2 The Supplier shall keep and maintain until 6 years after the end of the Contract Term full and accurate records of the Contract including the Services supplied under it and all payments made by the Authority. The Supplier shall allow the Authority, the National Audit Office and the Comptroller and Auditor General reasonable access to those records and on such terms as they may request.
- 18.3 The Supplier agrees to provide, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.

19. Transfer and Sub-Contracting

- 19.1 The Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval.
- 19.2 If the Supplier enters into any Sub-contract in connection with the Contract it shall:
- a) remain responsible to the Authority for the performance of its obligations under the Contract;
 - b) be responsible for the acts and/or omissions of its Sub-contractors as though they are its own;
 - c) impose obligations on its Sub-contractors in the same terms as those imposed on it pursuant to the Contract and shall procure that the Sub-Supplier complies with such terms;
 - d) pay its Sub-contractors' undisputed invoices within 30 days of receipt.
- 19.3 The Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- a) any Contracting Authority or any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
 - b) any private sector body which performs substantially any of the functions of the Authority.
- 19.4 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Authority.

20 Variation

- 20.1 Subject to the provisions of this Clause 19, the Authority may change the Specification provided that such change is not a material change to the Specification (a “**Variation**”).
- 20.2 The Authority may request a Variation by notifying the Supplier with sufficient information to assess the extent of the Variation and consider whether any change to the Price is required in order to implement it. Variations agreed by the Parties shall be made in writing.
- 20.3 If the Supplier is unable to accept the Variation or where the Parties are unable to agree a change to the Price, the Authority may:
- a) allow the Supplier to fulfil its obligations under the Contract without the Variation; or
 - b) refer the request to be dealt with under the Dispute Resolution Procedure.

21 Dispute Resolution

- 21.1 The Parties shall attempt in good faith to resolve any dispute between them arising out of the Contract within 10 Working Days of either Party notifying the other of the dispute and such efforts shall include the escalation of the dispute to the Supplier’s representative and the Authority’s commercial director or equivalent.
- 21.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 21.3 If the dispute cannot be resolved by the Parties pursuant to Clause 20.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clauses 20.5 to 20.10.
- 21.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Supplier and Staff shall comply fully with the requirements of the Contract at all times.
- 21.5 A neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement between the Parties or, if they are unable to agree a Mediator within 10 Working Days after a request by one Party or if the chosen Mediator is unable to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that

he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.

- 21.6 The Parties shall, within 10 Working Days of the appointment of the Mediator, meet the Mediator to agree a programme for the disclosure of information and the structure to be adopted for negotiations. The Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
- 21.7 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 21.8 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- 21.9 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
- 21.10 If the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then the dispute may be referred to the Courts.
- 21.11 Subject to Clause 21.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 21.1 and 21.5 to 21.10 have been completed.

22. Supplier's Status

- 22.1 Nothing in the Contract shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent for the other for any purposes except as specified by the terms of the Contract.
- 22.2 The Supplier shall not (and shall ensure that Staff shall not) say or do anything that might lead any person to believe that the Supplier is acting as the agent, partner or employee of the Authority.

23. Notices

- 23.1 Notices shall be in writing and in English and shall be deemed given if signed by or on behalf of a duly authorised officer of the Party giving the notice and if

left at, or sent by first class mail to the address of the receiving Party as specified in the Contract (or as amended from time to time by notice in writing to the other Party).

24. Entire Agreement

- 24.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations, arrangements and undertakings.

25. Third Party Rights

- 25.1 No term of the Contract is intended to confer a benefit on, or be enforceable by, any person who is not a Party other than the Crown.

26. Waiver

- 26.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 26.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.
- 26.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

27. Publicity

- 27.1 The Supplier shall not without Approval:
- a) make any press announcements or publicise the Contract or its contents in any way; or
 - b) use the Authority's name or logo in any promotion or marketing or announcement.

- 27.2 The Authority may publish the Contract on the Authority Website or another website at its discretion.

28. Force Majeure

- 28.1 Except to the extent that the Supplier has not complied with any business continuity plan agreed with the Authority, neither Party shall be liable for any failure to perform its obligations under the Contract if, and to the extent, that the failure is caused by act of God, war, riots, acts of terrorism, fire, flood, storm or earthquake and any disaster but excluding any industrial dispute relating to the Supplier, Staff or Sub-contractors.
- 28.2 If there is an event of Force Majeure, the affected Party shall use all reasonable endeavours to mitigate the effect of the event of Force Majeure on the performance of its obligations.

29. Governing Law and Jurisdiction

- 29.1 The Contract shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the Courts of England and Wales.
- 29.2 The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction and the taking of proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

30. Electronic Signature

- 30.1 Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.
- 30.2 The Contract is formed on the date on which the Supplier communicates acceptance on the Authority's electronic contract management system ("**Bravo**").
- 30.3 No other form of acknowledgement will be accepted.

31. Precedence

31.1 In the event of and only to the extent of any conflict between the terms and conditions or the special terms below, the conflict shall be resolved in accordance with the following order of precedence:




- a) the special terms below;
- b) the main terms of the Contract (pages 1 to 15);
- c) any other document referred to in the Agreement

Unless expressly agreed, a document varied pursuant to clause 19 shall not take higher precedence than specified here.




32. Signature

By signing this contract, the parties agree to be bound by the terms and conditions set out herein for a period of 2 years from 9th of July 2020:

Signed by or on behalf of the Parties set out above:
For and on behalf of the Authority

Name and Title	
Signature	
Date	

For and on Behalf of the Supplier:

Name and Title	
Signature	
Date	

SCHEDULE 1 - SPECIFICATION OF SERVICES

The Specification below shall apply for the purposes of this contract:

SPECIFICATION

Definitions

Words defined in the General Conditions of Contract shall have the same meaning in this Specification unless the context otherwise requires.

In addition, for the purposes of this Specification the following provisions shall have the meanings given to them below:

3 rd Country / Third Country	A non EU State.
AES	Advanced Encryption Standard.
AIS	The Automatic Identification System is an automatic tracking system used on ships and by Vessel traffic services for identifying and locating vessels by electronically exchanging data with other nearby ships and AIS Base stations. AIS information supplements marine radar, which continues to be the primary method of collision avoidance for water transport.
Batch (reporting)	Indicates that multiple position reports can be transmitted at a set interval rather than singly.
CFR	Community Fleet Register number, a unique 12 character alphanumeric code assigned to each EU state registered vessel. The CFR format is described in <i>ELSS Requirements Specification inc Product Profile Self Declaration Form - v1 2</i> .
Current VMS Device	UKFA EU VMS position reporting device, currently deployed on all over 15 metre UK fishing vessels.
Differential GPS	Differential GPS (DGPS) is a service which uses land based transmitters to refine the accuracy of position reports when the vessel is in range. The description is given as:

	<p>DGPS is an enhancement to Global Positioning System that provides improved location accuracy, from the 15-meter nominal GPS accuracy to about 10 cm in case of the best implementations.</p> <p>DGPS uses a network of fixed, ground-based reference stations to broadcast the difference between the positions indicated by the satellite systems and the known fixed positions. These stations broadcast the difference between the measured satellite pseudoranges and actual (internally computed) pseudoranges, and receiver stations may correct their pseudoranges by the same amount. The digital correction signal is typically broadcast locally over ground-based transmitters of shorter range.</p>
E-Logbook	Electronic logbook.
ELSS	Electronic Logbook Software System: EU Electronic logbooks requirements as laid out in Council Regulation (EC) No. 1224/2009 of 20th November 2009 and Commission Implementing Regulation (EC) No. 404/2011 of 8th April 2011 that provides the detailed rules.
ERS Hub	Electronic Reporting Systems hub: a generic EU term used for systems that compile and electronically transmit fisheries catch and sales data. In the UK, ERS typically refers to the UK system for handling this data (also known as the UK ERS Hub).
EU	European Union.
EU VMS reporting	Position reporting in accordance with the EU VMS regulatory requirements, see EU Council Regulation (EC) No 1224/2009 (Commission Implementing Regulation (EU) No 404/2011).
Firmware	Firmware is a term often used to denote the fixed, usually rather small, programs and/or data structures that internally control various electronic devices.
GPRS	General Packet Radio Service is a packet oriented mobile data service that operates over the 2G and 3G global systems for mobile communications (GSM).
GSM	Global System for Mobile Communications, originally Groupe Spécial Mobile, is a set of standards for mobile communications developed by the European Telecommunications Standards Institute (ETSI).
HTTPS	Hypertext Transfer Protocol Service Secure (HTTPS) is a combination of Hypertext Transfer

	Protocol Service with SSL protocol. It provides encrypted and secure communications on the world wide web.
IP66	The protection classification offered by an enclosure is shown by the letter IP (Ingress Protection) and two digits. The first digit indicates two factors: 1. Protection for persons 2. Protection for equipment. The second digit indicates the protection against water. See NEMA IEC 60529 Degrees of Protection Provided by Enclosures - IP Code.
MRCC	Maritime Rescue and Coordination Centre.
National VMS reporting schemes	These are position reporting requirements that form part of management schemes set up by one or more UKFAs to control certain fisheries and marine conservation areas. Two schemes are currently operational: for Northern Ireland Mussel Dredging and Isle of Man Scallop Fisheries. A scheme is being trialled for Lyme Bay and another is being prepared for Welsh waters.
NAFO	North West Atlantic Fisheries Organisation.
NEAFC	North East Atlantic Fisheries Commission.
On request (reporting)	Where reports recorded on the device may be required by a poll request.
PGP encryption	Pretty Good Privacy (PGP) is a computer encryption and decryption program.
PKI	A PKI (public key infrastructure) enables users of a basically unsecure public network such as the Internet to securely and privately exchange data and money through the use of a public and a private cryptographic key pair that is obtained and shared through a trusted authority. The public key infrastructure provides for a digital certificate that can identify an individual or an organisation and directory services that can store and, when necessary, revoke the certificates.
Scheme Management Group	A group of stakeholders set up by the UKFAs to manage a National VMS reporting scheme.
SCS	Satellite Communications Service. The service chosen by the Contractor through which EU VMS position reports must be transmitted.
SOAP	Simple Object Access Protocol (SOAP) is a protocol specification for exchanging structured information in the implementation of Web Services in computer networks. It relies on XML as its message format.
SSL	Secure Sockets Layer (SSL) are protocols providing communications security over the internet.
Standard Test Schedule	A list setting out how the UKFAs will carry out

	each test requirement in the New VMS Device Test Specification.
Store and forward (reporting)	Where position reports that would normally be transmitted singly in real time cannot be sent due to a break in transmission, they can be recorded (stored) and transmitted when the connection is restored (forwarded) (Compare with Batch Reporting).
UTC	Co-ordinated Universal Time.
UKFA New VMS Device Requirements Specification	Specifies the functions and services to be provided by the New VMS Device specified in Sections 1-5 below.
UKFA New VMS Device Test Specification	Specifies the nature of the tests required for confirming the New VMS Device meets each requirement in the UKFA VMS Device Requirements specification. This can be found at Appendix G to the ITT document.
UK VMS Test Platform	Test facilities provided for the UKFAs by a third party supplier, for receiving EU VMS position reports from UK and non-UK vessels, and issuing poll requests to UK vessels. (Also known as UK VMS Test hub).
Web Services	A software system designed to support interoperable machine-to-machine interaction over a internet.
XML	Extensible Mark-up Language (XML) is a textual data format used for exchanging data across the internet.
XSD	XML Schema Document used to express a set of rules to which an XML document must conform to be valid.

Introduction

Applied Satellite Technologies (AST MSL or 'AST') contracted to develop, deploy and maintain the currently approved New VMS Device to vessels over 12m in length under contract RMP6270. As part of said contract AST also committed to provide the fishing authorities with support services relating to the installation and repair of these Devices

This contract comes to term in July 2020. However, the continuing need for these support services for the fishing authorities to manage the fishing industry is accepted and the unique supplier status of AST for provision of this support is recognised. As such this Contract provides for continuation of those support services that are still required.

Detailed functional and non-functional requirements

SECTION 1: New VMS Device specification: general requirements

1.1 Configuration

- 1.2 Physical requirements
- 1.3 Power arrangements
- 1.4 Operational services
- 1.5 Satellite Communication Services
- 1.6 Status Code List
- 1.7 Positional data outputs
- 1.8 Communication Interface between Contractor and UKFAs

SECTION 2: EU VMS reporting requirements

- 2.1 Functionality
- 2.2 Outputs

SECTION 3: National VMS reporting requirements

- 3.1 Communications
- 3.2 Transmissions
- 3.3 Outputs

SECTION 4: Additional communication requirements

- 4.1 Use of communications services by an external onboard IT system running an ELSS
- 4.2 Use of communication services by other external onboard IT/electronic systems
- 4.3 Additional destinations for EU and National VMS reports

SECTION 5: Supply, installation, support and access

- 5.1 Supply
- 5.2 Installation
- 5.3 Support

ANNEXE A: List of key UK ports

ANNEXE B: Number of UK licensed fishing vessels by UKFA

ANNEXE C: Specific requirements for the Isle of Man

SECTION 1: General requirements

1.1 Configuration

- a) As set out in the introduction, the New VMS Device is to provide the following mandatory functions:
- Transmission of position reports to the UK VMS Operational Platform, in accordance with EU VMS position reporting requirements as laid out in Council Regulation (EC) No. 1224/2009 of 20th November 2009 and Commission Implementing Regulation (EC) No. 404/2011 of 8th April 2011 that provides the detailed rules, and requiring use of Satellite Communication Services;
 - Transmission of position reports to the UK VMS Operational Platform, in accordance with National VMS position reporting requirements intended to support national schemes for protecting conservation areas etc., delivered using Satellite or non-Satellite communication services (e.g. GPRS) and without compromising the integrity of EU VMS reporting;
 - Separate access to the SCS and GPRS/GSM communication services in the New VMS Device, for other on-board systems, which will as a minimum allow an on-board system using any UKFA approved ELSS to transmit e-logbook reports to and receive acknowledgements from the UKFAs ERS Hub. In addition, such access could also be used in future as a conduit for an on-board system to receive official communications e.g. by email.
- b) At a given time a vessel owner may only need to use some of the mandatory functionalities described above (for example depending on the size of the vessel in relation to the legal reporting requirements); therefore the New VMS Device must be capable of having the capabilities not required disabled or switched off by personnel authorised by the Contractor, and re-enabled by them if required at a later date without requiring removal or replacement of the installed New VMS Device. If required post initial installation, any costs of enabling this functionality will be met by the vessel owner (For example satellite communications or GSM/GPRS may both not be required for the vessels operational requirements).
- c) If the Contractor wishes, the New VMS Device may also provide other functions and services e.g. for scientific purposes, meeting Safety at Sea obligations such as the Automatic Identification System (AIS) and man overboard messaging. The operation of these additional functions/services must not incur additional costs, must not interfere with or limit the requirements described within this specification, and must be included on the New VMS Device when presented for testing to ensure they do not interfere with the mandatory functions. The only exception to this is for Safety at Sea where a Maritime

Distress button is provided; any distress at sea message must take priority over all other messaging, please refer to section 2.2c.

1.2 Physical requirements

- a) All goods, wiring and connections to be built robustly with sufficiently strong materials to withstand normal conditions at sea and to meet EU safety requirements and standards as appropriate for maritime installation.
- b) The New VMS Device may be installed in the wheelhouse, on deck or on mast. Any part of the New VMS Device or antennas exposed to the elements must provide acceptable service in the marine environment and be waterproof to IP66 standard as a minimum.
- c) Each New VMS Device must have a unique serial number indelibly marked on the outer casing e.g. embossed or laser engraved, that must be visible after the installation is complete.
- d) In addition, the same serial number marked on the New VMS Device should be stored in its Firmware in such a way that does not allow deletion or amendment.
- e) The New VMS Device's unique serial number and the version number for the installed Firmware must also be capable of being interrogated and downloaded from the New VMS Device remotely by the UKFAs using a poll request, and locally on-board by engineers authorised by the Contractor under instruction from the UKFAs.
- f) The external casing of the New VMS Device must be physically sealed before being installed, and the means provided to detect any unauthorised opening or other physical interference or ingress of the New VMS Device. As a minimum, this must consist of a sensor in the device that detects when it is opened and transmits a position report with the appropriate event status code when the communication link(s) are re-established.
- g) Once the New VMS Device is sealed, any adjustments or reconfiguration to scripts, reporting frequencies and other software functionality must only be possible either via a communications link by the approved Contractor or by local engineers authorised by the Contractor opening the New VMS Device on board the vessel.

- h) The New VMS Device must enable the master of the vessel to send a prior notification report (position data with the appropriate status code) to the UKFA Fisheries Monitoring Centre prior to switching off the New VMS Device when in port. This is to be provided by way of an in-port button. The New VMS Device will suspend VMS reporting until the vessel next leaves port. Whilst in port, the New VMS Device must regularly (at least once every 12 hours) check to ensure the position has not changed – if it has changed (500m or more from original in port position) the New VMS Device must resume VMS reporting with immediate effect. Upon powering up in port the New VMS Device must transmit a position report with immediate effect, which should correlate to the position at the time of switch off. If it does not and is more than 500m from the original position the position report should contain the appropriate status code.

1.3 Power arrangements

- a) The New VMS Device must have the capability of being continuously powered directly from the vessel's primary power supply.
- b) The New VMS Device must be able to cope with power fluctuations likely to be experienced on board fishing vessels without any degradation to performance. These arrangements must include provisions for:
- working across a range of voltages typically in use by fishing vessels at sea, as a minimum coping with variations between 8 to 36 volts, allowing a nominal supply of 12V or 24V DC;
 - protection from: voltage surge, voltage spiking, and reverse polarity events;
 - power conditioner (also known as a **line conditioner** or **power line conditioner**): to improve the quality of the power that is delivered to the New VMS Device, e.g. a component that delivers a voltage at the correct level and with the correct characteristics to enable load equipment to function properly.
- c) The only visible external electronic indicator permitted is one to indicate that the vessel primary power supply is connected to the New VMS Device. There must be no other external displays.
- d) A rechargeable battery together with a recharging facility, must be provided **within** the New VMS Device to provide the capability when primary power is lost or not available for the New VMS Device to:

- transmit an appropriate status code to the UK VMS Operational Platform with position report indicating change in power status;
 - transmit an appropriate status code when the battery falls below a certain level (low battery alert)
 - maintain its settings throughout the period of primary power loss; and
 - provide for both EU VMS reporting and National VMS reporting transmissions to the UKFAs (whilst in port and at sea) such that when fully charged 36 EU Regulatory (satellite) transmissions can be made over a 72 hour period and 1000 position reports stored over the same period (note that the Device will be required to transmit reports as it would under direct power for as long as the battery charge allows; this requirement is based on a typical high demand scenario and will be used for battery test assurance; it is recognised that other reporting regimes, for example more frequent transmissions, would reduce the devices capability to transmit for the full 72 hours). This battery must be capable of operating to this level of performance under temperature extremes normally experienced by UK fishing vessels.
- e) When the rechargeable battery power falls below the level required to sustain transmission and/or recording of reports, the New VMS Device must maintain its settings at that point and until power is restored to such a level to allow transmissions.
- f) When primary power is restored the New VMS Device must:
- recommence normal functioning with the settings in place at loss of power and not with any default factory settings;
 - transmit a position report immediately to the UK VMS Operational Platform with an appropriate event status code.

1.4 Operational services

- a) The New VMS Device must employ an internal differential GPS or other recognised automatic satellite-based position fixing system of equivalent accuracy. This must provide position fixes of sufficient accuracy and timeliness for compliance with **EU VMS reporting regulations** and provide access to same internal differential GPS or another service providing similar high levels of accuracy to meet National **VMS** position reporting requirements.
- b) There is to be no external input to the positioning system, such that it must not be possible to change the fix by manual intervention.

- c) The New VMS Device must provide correct date and time in UTC for all position reports.
- d) Arrangements are to be put in place to enable the vessel owner to be charged for the communication of regulatory position reports and the UKFAs to be charged for all Polling requests and resulting reports (see 1.7b), under both EU and National VMS regimes.
- e) The New VMS Device is to have the capability of varying frequencies of recording position reports and of transmitting these reports to the UK VMS Operational Platform for areas such as Marine Protected Zones and 3rd Country requirements. Coordinates for these areas, along with the associated rules (e.g. reporting interval, duration) will be managed and published, on the UKFA web site(s) ahead of area controls being introduced; changes to existing areas and controls will also be published there ahead of implementation. The Contractor will be informed by email when details of new areas or changes to existing areas are published and the URL(s) from where they can be downloaded.
- f) It will be the responsibility of the Contractor to download these coordinates and recreate these areas (and associated rules) in the form of geo-fences (geo-fencing is the use of geographic location information to define boundaries for an area) for onwards transmission to, or local loading and activation on, the New VMS Device. Additionally, the Contractor may manage these geo fences and associated rules for each vessel they have fitted from their own shore based system. This activity will need to be managed by the Contractor and will not be chargeable under Change Control.
- g) The New VMS Device must be capable of downloading via a communication link these UKFA predefined National and EU control area coordinates in the form of geo fences. These may also be loaded locally by engineers authorised by the Contractor. It must be possible to delete or temporarily suspend these geo-fences and the associated rules, either remotely or locally by engineers authorised to do so by the Contractor.
- h) For EU VMS Reporting geo-fences, position reports will be transmitted through the Satellite Communication Services; for National VMS Reporting geo-fences positions may be transmitted, depending on the rules for each particular geo-fence, either through the Satellite Communication Service or GSM/GPRS communication systems.

i) Each geo-fence is to consist of the following data items:

1. A unique reference number
2. National or EU requirement flag
3. Area defined as a polygon in latitude and longitude coordinates (based on WGS84 datum), it is anticipated that few if any areas will require more than 100 points for their boundary
4. Reporting interval in minutes ('reporting' indicating when a position fix is to be taken, either for immediate transmission or saved for batch transmission)
5. National reporting transmission interval in minutes (if 0 then national reports should be transmitted immediately; otherwise reports should be stored and transmitted at the interval shown) – Note: this item and associated rule only applies to national reporting. EU reports should always be transmitted immediately except in the case of equipment failure. Where a vessel is required to submit EU VMS reports and is also operating in a national geofence, it should send both reports – the EU VMS at the regulatory intervals via SCS and the national report according to the rules of that geofence
6. Flag to indicate if national reports should be transmitted using SCS in event of GSM/GPRS failure
7. Flag to indicate if national reports should be transmitted when under battery power
8. Speed in knots below which reduced reporting interval applies (if this is blank or zero then condition does not apply)
9. Reporting interval for low speed (if this is blank or zero then the condition does not apply)
10. Period for which the geo-fence applies:
11. Start date/time
12. End date/ time
13. Up to three additional destination addresses for transmissions.

Note that any conditions on the geofence will not supersede EU regulatory requirements described in SECTION 2 Specific EU VMS reporting requirements.

- j) It is anticipated that there may eventually be upwards of 100 geo-fences required for EU and National reporting regimes at any given time, so a capacity to store 10,000 latitude/longitude points is required.
- k) Where 2 or more EU or National geo-fences overlap (not including overlapping EU and National), the New VMS Device should send a single report at the

shortest interval required (this assumes the report will then be appropriately forwarded by the Contractor's service). Where there are overlapping EU and National geo-fences EU VMS Reporting transmissions should not be compromised by National VMS Reporting transmissions and should be maintained at the frequency required with National reports transmitted in between when required. The geofence reference number returned should be that pertaining to the geofence with the smallest reporting interval.

1.5 Satellite Communication Services

- a) The New VMS Device must provide an internal transceiver for a SCS to provide for EU VMS reporting and where appropriate for National VMS reporting to the UK VMS Operational Platform. The antenna may also be enclosed within the New VMS Device or may be mounted externally.
- b) The New VMS Device must transmit position reports individually and automatically in real time at the specified intervals. The New VMS Device must also be capable of responding in real time to poll requests regardless of whether it is directly powered or running on battery, providing it has sufficient power to do so
- c) All data transmitted from the vessel is to be captured by the Contractor and supplied from the Contractor's operational hub to the UK VMS Operational Platform. The Contractor's operational hub must be continuously available with 24hr coverage for receiving, encoding and transmitting reports from its installed New VMS Devices, to the UK VMS Operational Platform – see section 1.8 for further information on Communications Interface between the Contractor and the UKFAs.
- d) The SCS transceiver deployed within the New VMS Device must comply with the standards set for that SCS service.
- e) The New VMS Device must be capable of establishing a link with the SCS satellite constellation without delay after fixing the position while at sea and in port. The SCS must be continuously available for the areas fished or transited by the fishing vessel.
- f) In the event of being unable to link with the satellite constellation the New VMS Device must have the capacity to store un-transmitted EU VMS position records

and transmit these without loss when the link is re-established, for at least the period and numbers of reports set out for operation under battery back-up arrangements as set out in 1.3(d) above.

- g) The same regulatory position reports may be transmitted by the New VMS Device (or from the Contractor's operational hub), to one or more additional destinations, but these arrangements must not interfere with the transmissions to the UK VMS Operational Platform or any distress or safety system arrangements. Additional destinations, for example at the request of the vessel owner, for reports from the New VMS Device are to be configured on installation, or subsequently, over the air or by re-configuration on board by Contractor authorised engineers.
- h) Following a break in the satellite communications at the time a position report is required to be transmitted, the report must be stored. On restoration of the link, the New VMS Device must be capable of:
 - immediately transmitting reports that provide the current position and the last position recorded before the link was broken along with an appropriate status code to indicate there had been a broken link;
 - then transmitting all stored reports between those times, earliest first.

1.6 Status code list

As a minimum, the following event status codes must be provided with an appropriate position report for both **EU VMS reporting** and **National VMS reporting** requirements:

- loss of primary power/switch to battery (when lost);
- restoration of primary power (when restored);
- loss of connection with the satellite link or mobile network (when restored);
- upon opening the New VMS Device;
- no position fix obtained at appointed time;
- stored position forwarded;
- Prior Notification of switch-off alert (upon arrival in port);
- antenna blockage;
- low battery alert;
- breaking or disconnection of the cable(s) from the New VMS Device and the SCS or GPRS/GSM antenna;

- position on leaving port, if more than 500 metres from where vessel switched off on arrival in port.

1.7 Positional data outputs

- a) Each transmitted position report derived from the satellite based positioning system for both **EU VMS reporting** and **NATIONAL VMS reporting** is to contain:
 - unique vessel identifier (CFR Number);
 - International radio call sign;
 - a flag to distinguish between EU or National VMS position report;
 - most recent geographical position of the fishing vessel (in WGS84);
 - a flag to indicate whether differential GPS corrections have been applied;
 - date and time (in UTC) of the fixing of the said position;
 - instant speed and course of the vessel (equivalent to tenths of knots and course express in degrees (true not magnetic));
 - serial number of transmitting New VMS Device (i.e. the embossed number issued by UKFA);
 - status code (as listed above in section 1.6);
 - where applicable the geo-fence reference number.
- b) The New VMS Device must be able to respond to a Polling request from the UK VMS Operational Platform for:
 - the vessel's current position;
 - a download of position reports stored internally for a time period specified in the request;
 - the New VMS Device serial number and firmware version number.
- c) These data exchanges and formats are to use XML files and delivered using web services from the Contractor's operational hub – see section 1.8 for further details.

1.8 Communications Interface between Contractor and UKFAs

- a) The communications interface between the Contractor and the UKFAs will use web services specified as follows:

- all position reports transmitted by the New VMS Device and all Poll requests issued will be exchanged as XML files and shall be based on web services using the communication protocol SOAP v1.2 over HTTPS internet protocol;
- for each communication two asynchronous on-way message connections are established between each SOAP node: one with the message and one with the acknowledgement;
- the UK VMS Operational Platform will acknowledge all data reports from the Contractor using the SOAP protocol;
- the Contractor shall acknowledge all Poll requests from the UK VMS Operational Platform using the SOAP protocol;
- the Contractor shall monitor that any sent message to the UK VMS Operational Platform is acknowledged;
- for security a 2-way Secure Sockets Layer (SSL) shall be used when an internet connection (HTTPS) is established;
- 128-bit encryption will be used when a communication is established.
- Data security, based on a two way certification using PKI digital keys, URL and IP addresses, is required for all communications over the internet between the Contractor and UK VMS Operational Platform. The Contractor shall obtain from a PKI Certification Authority, and install the PKI digital certificate on the New VMS Device, and maintain its validity;
- as a minimum the Contractor shall use firewalls in conjunction with the encryption of data for data security.

b) The latency times are specified as follows:

- each individual data report should be available at the UK VMS Operational Platform no more than one minute after the data report has been received by the Contractor;
- the execution of poll requests and the processing of the returned data reports by the Contractor to the UK VMS Platform should not exceed 10 minutes for each poll request, (It is accepted that a poll request representing larger volumes may exceptionally exceed this)

The XML Schema (XSD files) for all messages shall be drafted by the Contractor and shall be agreed between the Contractor and the UKFA's in liaison with the UK VMS Operational Platform.

SECTION 2 Specific EU VMS reporting requirements

2.1 Functionality

- a) Under normal operation the New VMS Device will be required to transmit EU VMS reports by SCS at what are currently 2 hourly intervals. The Device will also be required to identify incoming poll requests as EU VMS poll requests and prioritise and transmit these (i.e. via SCS) appropriately. Poll requests may be for a single position report, a series of stored reports, or an instruction to the device to send EU VMS reports at shorter intervals (which may be as little as 5 minutes). The Device is also required to identify when it is located in certain 3rd country waters which may require EU VMS reporting at shorter intervals. For example, a higher hourly reporting interval is required, in the following countries' waters:
- Norway;
 - Faroes;
 - Iceland;
 - Greenland;
 - Morocco;
 - Mauritania;

And in the following regionally managed fisheries:

- NAFO;
- NEAFC.

The above list cannot be exhaustive as UK vessels may change their fishing patterns and fish from other state waters in the future.

There are also some conservation or closed areas within EU waters where hourly reporting is required at certain times of the year. These demands will require the use of pre-defined and loaded EU geo-fences.

Note that the reporting interval described is for **EU reporting**. Where this requirement and the reporting interval for National Reporting (Section 3) are delivered by the same capability on the device, then the device must transmit data reports at the minimum reporting interval required, whilst maintaining the exact timing of the EU reports

- b) The Contractor should ensure the chosen SCS covers the fishing grounds used by UK vessels (ranging from 60 degrees South to 70 degrees North).
- c) All EU VMS reporting positional data (including poll requests) must be transmitted via a satellite based communications service. No other communications channels can be used for the transmission of EU VMS position reports.
- d) As a minimum the New VMS Device must take position fixes every 5 minutes for purposes of EU reporting (note that for National reporting regimes position fix frequency may be as low as 1 minute). Further the New VMS Device must store each of these position reports on an internal log for a minimum rolling period of 3 months.
- e) The New VMS Device internal log must be capable of being interrogated remotely by Poll request from the UK VMS Operational Platform, that specifies the dates and times for which reports are required, to enable the UKFAs to download this data electronically for the required period.

2.2 Outputs

- a) All EU VMS position reports whether statutory or generated by a poll request over the SCS channel are to be transmitted individually from the New VMS Device to the SCS land earth station. Use of non-satellite communications is not permitted. There is to be no batching of EU VMS position reports (i.e. transmitting batches of reports at set intervals) in transmissions from the New VMS Device, the SCS land earth station, or the Contractor end point to the UK VMS Operational Platform (although to note if there is a break in transmission reports should be stored until such time as transmission capability is re-established, at which point all EU VMS reports stored since the break in transmission should be transmitted in a Batch or Batches – also known as ‘store and forward’).
- b) Position reports must contain a position with an error allowance which shall be less than 500 metres, with a confidence interval of 99.0 per cent and must conform to WGS84 standard (to 3 decimal places).
- c) The EU VMS position reporting functionality and submission of position reports is to be afforded priority over all other functionality within the New VMS Device, except where any safety at sea features, such as a distress button, have been included with the New VMS Device.

SECTION 3 Specific National VMS reporting requirements

3.1 Communications

- a) The New VMS Device must provide GSM or GPRS based communications through a transceiver embedded within the New VMS Device to transmit **National VMS** position reports. The antenna may also be contained within the New VMS Device or be mounted externally.
- b) The service used must enable roaming across international networks.
- c) Whether from the cell phone network or an intermediary hosting system, delivery of National position reports to the UK VMS Operational Platform is to be via the Contractor end point with data delivered to the UK VMS Operational Platform – see section 1.8 for further information.
- d) The same regulatory position reports may be transmitted by the New VMS Device over GPRS, or the Contractor's operational hub, to one or more additional destinations, e.g. a vessel owner on-shore system, but these arrangements must not interfere with the transmissions to the UK VMS Operational Platform or the transmission of any distress messages. Additional destinations for reports from the New VMS Device are to be configured on installation, remotely, or by re-configuration on board by Contractor-authorized engineers. NB note that Data Protection provisions apply – see paragraph 4.3 below.
- e) The GPRS/GSM transceiver deployed within the New VMS Device must comply with the standards set for that GPRS/GSM service.
- f) Following a break of the link with the antenna link, at the time a position report is required to be transmitted, the report to be sent must be stored. On restoration of the link, the New VMS Device must be capable of:
 - immediately transmitting reports that provide the current position and the last position recorded before the link was broken along with an appropriate status code to indicate there had been a broken link;
 - and then transmitting all stored reports between those times, earliest first.

- g) In the event of a break in the network connection the New VMS Device must have the capacity to store these un-transmitted National VMS position records and transmit these without loss when back in range, for at least the period and numbers of reports set out for operation under battery back-up arrangements as set out in 1.3 above.
- h) For National VMS reporting, there is a choice of GPRS/GSM or an SCS for transmission. If both are provided, and the New VMS Device is subject to a requirement to report in real time, and there is a facility to permit automatic switching between communication channels, then the New VMS Device must take advantage of this. I.e. if report is known to have failed to transmit via one channel, the alternate communication channel should be attempted (providing the alternate channel is permitted by any geofence constraints that may be applicable at that location).

3.2 Transmissions

- a) The National VMS element of the New VMS Device must be able to support National position recording frequencies that may range from daily down to every minute. However, for the higher frequencies, it is unlikely that real time transmissions will be required but rather a store and forward or download on request transmission mode will be adopted. These frequencies will be managed using pre-defined geo fences.
- b) Where an SCS is being deployed for EU VMS reporting, its use for National VMS reporting must not interfere with its use for EU VMS reporting. Priority must be given for use of the SCS to EU VMS reporting over National VMS reporting, which in turn is to take priority over any use of the SCS by an external IT or electronic system.

3.3 Outputs

- a) The transmitted position report is to contain most recent geographical position of the fishing vessel and must conform to WGS84 standard (i.e. with precision to three decimal places).

- b) Depending on the conditions of the geofence relevant to its location, the Device may transmit reports to the UK VMS Operational Platform
- Individually in real time (immediately) at the intervals indicated
 - Record position reports at the intervals indicated and transmit them collectively at intervals no greater than indicated (i.e. in batch)

The device should also transmit collectively any reports which could not be transmitted due to a recognised break in transmission (store and forward) or in response to a poll request for multiple reports (on request).

SECTION 4 – Additional communication requirements

4.1 Use of communication service(s) by an external on-board IT system using an ELSS for E-logbooks

- a) The communication services on the New VMS Device must be accessible from an external IT system peripheral unit using an approved ELSS to transmit E-logbook reports to and receive acknowledgements from the UKFAs ERS hub. The data definition for eLogs reports and the transmission protocols (email with PGP encryption) are generic for all ELSS systems.
- b) It is recognised that in order for the UK approved electronic logbook software systems (ELSS) to make use of the new VMS device communications channels, the ELSS will have to be modified to submit electronic logs in size-limited packets of data which must then be reconstituted by the Contractors communications server before onward transmission to the UK Electronic Reporting System (ERS) Hub. The cost to the fishermen is therefore dependent on the number of packets of information sent. Furthermore, in order to reduce the size of the original message (and therefore the number of packets) the ELSS may take advantage of mechanisms (such as code lookup tables) on Contractors communication server.

As such the Contractor is obliged to:

- Within 5 working days of an enquiry from an ELSS supplier provide the ELSS supplier with such contractual pro forma (non-disclosure agreement or NDA) required to allow open collaborative development
- Upon receipt of the signed NDA the Contractor should provide electronically any required documentation to inform the ELSS suppliers development of its system. The Contractor should not withhold any such documentation that

has been provided to another ELSS supplier or withhold any facilities afforded to another supplier.

- The Contractor will without delay agree a work package with the ELSS supplier that will establish any collaborative work to be done. The Contractor will ensure every reasonable effort is made to engage with the ELSS supplier at the earliest opportunity and that the ELSS supplier has such information and advice to allow the elog message to be as compact as possible.
 - The Contractor will keep a record of all correspondence between the Contractor and the ELSS supplier and make these available to the Authorities representatives on request (subject to those representatives being bound to any required NDA)
 - The Contractor will conduct without unreasonable delay such testing as is required to ensure that the ELSS is transmitting electronic logs in a timely and comprehensive way, and that the message reconstituted by the Contractors communications Server is conformant with the UK exchange format for electronic logs (version of which is to be specified by the ELSS supplier as part of the work package).
 - The Contractor will provide a certificate of operability that will assure the ELSS supplier and the UK Fisheries representatives that the ELSS is compliant with transmission of electronic logs via the Contractors VMS device communications channels
 - The Contractor will transmit any log messages reconstituted at their communications server from certified ELSS to the UK ERS Hub without delay
 - The Contractor will inform all certified ELSS suppliers of any service issues that would affect transmission of electronic logs
- c) The New VMS Device will be required to transmit the electronic logbook reports over whichever communication channel is available (i.e. if the SCS is unavailable, connection is to be attempted via GPRS/GSM and vice versa). NOTE: This choice of communications is not to be constrained by any geofence conditions that apply at the current location for VMS reporting.

Note: The volume of Elog reports are **estimated** conservatively at 1,500 per day for the full over 12m fleet once fully equipped. The supplier should build in such tolerance as judged necessary to account for irregular distribution through the day, and to anticipate volumes that might transact via SCS or GPRS/GSM channels.

4.2 Use of communication service(s) by other external on-board IT or electronic systems

- a) The New VMS Device must provide 2 data input ports to enable transmission of sensor data captured by external systems on board, as part of a position report. Such ports must comply with the industry standards for connecting of peripherals devices including sensors. Two optional data items are to be provided in the data report format each to convey a simple flag reflecting a status at the time the report is transmitted e.g. gear down or up.
- b) Access can be provided to the communication services within the New VMS Device through one or more external I/O sockets permitting the transmission and receipt of messages from one or more external on-board systems including the ability to transmit data e.g. as generated from other instruments such as sea temperature, depth etc. The switching between external IT/electronic systems using the communication services must be handled externally.
- c) Where additional features have been provided for Safety at Sea such as a distress button, Man overboard or AIS functionality, the destination for these transmissions must be the appropriate emergency and Coastguard services and not the UKFA FMC. Please note that MRCC at Aberdeen have access to position reports on the UK VMS Operational Platform to assist them in handling emergencies at sea.
- d) To note that the New VMS Device may be required in future to act as a conduit for an external IT system to receive and deliver official communications, such as an electronic fishing licence (for example by email). This would be handled as a change control.
- e) The Contractor shall provide and distribute to all UK approved ELSS suppliers a white paper. This shall set out arrangements for interfacing a type approved ELSS device with the New VMS device and the communications server, for transmitting E-Logbook reports to the UK ERS Hub and receiving acknowledgements in turn so as to minimise costs. The white paper shall link with software libraries, documentation and integration support to aid ELSS suppliers in carrying out the work. Communication channel priority is one of the parameters for the data transfer. E-Logbook reports shall be sent over whichever communication channel is available.
- f) The white paper shall also set out arrangements for the encryption and compression of E-Logbook reports on the ELSS device such that reports can then be routed via either GSM or GPRS to the required destination server or via the Iridium modem using the New VMS device's proprietary tLink protocol, whichever is available. On receipt by the Contractor's operational hub, E-Logbook reports shall be de-compressed and mailed on to the UKFA ERS Hub.

- g) The Contractor shall provide the Authority with details of the work programmes agreed with each ELSS supplier and a copy of the final approval certificate that shall be issued confirming successful completion of tests. ELSS suppliers shall not be billed for any additional capital or licence costs by the Contractor. Support for the software development libraries and other tools required for this development shall be kept current and available to ELSS suppliers for the term of the Contract.
- h) ELSS suppliers shall be given reasonable notice by the Contractor of any changes to the New VMS device or communications server that require the ELSS software to be changed. The Contractor shall facilitate any test and re-certification at its own expense. PGP encryption shall be maintained during this process. When the ELSS file is too large to be sent via a single data packet over the Iridium packet service the file shall be broken down and transmitted in multiple packets. This shall be done in line with the tLink protocol and then re-assembled in the TDS server. Files shall be checked for errors and routed to the final destination, which shall be the UKFAs ERS Hub.

4.3 Additional destinations for EU and National VMS position reports

- a) With the agreement of the vessel owner (and where appropriate at owner expense), and the appropriate UKFA as Data Controller under the Data Protection Act, the New VMS Device may be configured to transmit EU or National VMS reports, status codes etc to additional destinations, e.g. vessel owner, their agent or Producer Organisation systems, as long as such transmissions:
 - do not contain position reports provided in response to UKFA poll requests;
 - do not interfere with the priorities for Regulatory and if provided for, Safety at Sea reporting.

SECTION 5 – Supply, installation and support

5.1. Supply

- a) Manufacture and production must be in line with quality procedures certified to ISO Quality standards ISO 9001; these quality standards should be in place throughout the Contractor's organisation. The Contractor is required to confirm to the UKFAs the production processes used, the location of production and provide assurances that the quality is maintained at all stages of production over the life of the Contract to the satisfaction of the UKFAs.

- b) Records must be kept by the Contractor and made available to the UKFAs e.g. on an Excel spreadsheet, showing the security passwords, unique serial numbers and part numbers of the components of the New VMS Device for each fishing vessel fitted. In turn the Contractor will notify UKFAs as part of the installation process the serial number for each fishing vessel successfully installed.

5.2 Installation

- a) All New VMS Device mechanisms (such as software, communication scripts, account numbers and New VMS Device serial numbers) for reporting and other functionality must be pre-loaded before the New VMS Device is sealed and installed. This configuration setting must be protected with a unique password for that vessel, known only to persons approved by the UKFAs.
- b) It must be possible to securely fit the components of the New VMS Device to the infrastructure of the vessel. If not internal to the New VMS Device the antennas must be installed externally in a sealed unit.
- c) The antennas connected to the New VMS Device are not to be obstructed, disconnected or blocked in any way.
- d) The Contractor is required to install New VMS Devices at fishing ports throughout the UK. Sub Contractor's may be used by the Contractor provided they are trained in the New VMS Device installation process as agreed with the UKFAs. The majority of vessels will be located at UK ports listed in Annexe A, with a breakdown of vessel numbers by UKFA provided in Annexe B. Arrangements must also be allowed for installations at ports outside of the UK.
- e) In order to maintain security for the New VMS Devices if engineers from sub-contractors are used for installation and repair the Contractor must ensure that these personnel are authorised, through the sub-Contractor, to do so.
- f) The Contractor will be required to decommission New VMS Devices from fishing vessels that no longer require the New VMS Device. A full audit trail will be required for this process. The Contractor may re-issue said New VMS Devices as long as they can demonstrate a full audit trail for the process of de-

installation and re-installation, as part of the processes agreed as part of Section 5.2d.

5.3 Support

- a) The Contractor is required to provide a warranty to the vessel owner for the New VMS Device for a 3 year period from the point of original installation. The warranty must include full service support in order to ensure the continuing functionality of the hardware and software, including updates, replacement and/or repair (within 48hrs) as appropriate.
- b) The Contractor is to provide 24 hour support for fishing vessels and UKFAs including:
 - on-call manned help line
 - call tracking/reporting and escalation
 - access to technical support to resolve issues
- c) The New VMS Device Firmware, software and communication / geo-fence scripts etc, must be upgradeable over the available communication links as well as from shore-side engineer visits.
- d) Where the Contractor is aware of a planned suspension of communications service to a particular vessel, for example where a vessel owner communications fee has not been paid, the Contractor must make every effort to inform the appropriate UKFA 2 working days in advance of termination of the service to the vessel.
- e) Where the Contractor is aware of an interruption of the satellite or GSM/GPRS communications service, the Contractor must make every effort to communicate this to all UKFAs at the earliest opportunity.
- f) The Contractor will be required to maintain spare stock (typically 5% of the volume of installed) of New VMS Devices, batteries and other spares to enable replacement or repair within 48 hours of notification at UK ports and on a 'best endeavours' (typically 48-72hrs) basis at ports outside the UK.

- g) It will be the responsibility of the Contractor to finance, manage and implement any necessary technical changes to all New VMS Devices fitted to ensure continuity of service.
- h) The Contractor is to nominate a Contract Manager to be the main point of contact in dealing with the UKFAs. Service levels and Key Performance Indicators (KPIs) are to be agreed between the Contractor and the UKFAs and monitored throughout the duration of the Contract.
- i) The Contractor, given reasonable notice and as agreed, will be required to attend meetings with the nominated Contract Manager to manage progress for things such as performance and/or change control.
- j) The Contractor may be required to provide an Expert Witness service for New VMS Device functionality and operation of the New VMS Device to the UKFAs in support of any legal cases to prosecute tampering of New VMS Devices.
- k) The Contractor must provide in a timely way such development resource as required to redirect all transmissions from installed new UK VMS devices to an alternate VMS Hub during the term of this contract and provide testing response to both a nominated Authority test / project manager for this transition and the contractor for the replacement Hub. Provision of this resource will be costed as per the details in Schedule 2.

SCHEDULE 2 – SERVICE LEVEL AGREEMENT

The Service Level Agreement below shall cover the services being provided:

Contract for UK Vessel Monitoring System VMS Device Support Services [REDACTED]

1. Related Documents

- Contract for UK Vessel Monitoring System VMS Device Support Services [REDACTED]

2. Terms Used in this Document

Airtime	Communications service used by VMS+ terminals for transmission of data
ELSS	Electronic Logbook Software Systems
FMC	Fisheries Monitoring Centre, the contact for each UK Fishing Administration VMS Management
DGC	Defra Group Commercial
Service	In this context the System is regarded as the communications function and all its component parts required to assure the transmission, either by automation or interrogation, of position and catch data received from VMS+ terminals
The Authority	The Department for Environment Food and Rural Affairs
The Contract	Contract for UK Vessel Monitoring System VMS Device Support Services ECM_ [REDACTED]
The Contractor	AST Marine Sciences Ltd
The UKFA	The United Kingdom Fishery Authorities of Marine Management

	Organisation, [REDACTED] [REDACTED] [REDACTED] [REDACTED]
UK FMCC	UK Fisheries Monitoring and Control Centre, [REDACTED] [REDACTED] [REDACTED]
VMS (Hub)	In the context of this document, the UK central repository for receipt and forwarding of VMS position reports
VMS+	In the context of this document, the VMS transponder described in the Contract as 'The New UK Device'

3. Purpose of this document

Within the Contract the broad provisions for live service are described. A service level agreement documents the Authorities quality expectations for the discharging of the Contract and the agreed measurements and assessment processes.

An SLA supplements the Contract with detail not possible prior to Contract sign off and sets out the agreed performance measurements against which the quality of delivery of the Contract is determined.

Any changes to the nominated individuals or terms in this SLA will be communicated to the Contractor either immediately (within 24 hours) or in advance of transition. It is not anticipated that this will require a new SLA but will be communicated in an agreed mechanism between the UKFA and the Contractor. Where this is not communicated as agreed, while the Contractor should show all reasonable efforts to contact the relevant areas, it will not be held at fault for any communication failures. By the same token, any changes to the Contractor's contact details should be communicated within similar tolerances.

It is anticipated that the Contractor will respond with more detail (for example proactive service monitoring) that will inform a final version. Therefore, at this stage this document contains little detail on the service architectures, points of failure, etc.

This SLA will cover the term of the Contract and any variation in term up to July 2023.

3. Contract Review

Contract reviews will normally be held quarterly but may be subject to cancellation at discretion of the Authority or deferred in the event of exceptional circumstances affecting the Contractor. In the event of any cancellation the Contractor will be advised with at least 5 working days' notice. Attendance would normally be in person if required or as otherwise agreed.

Contract reviews will be informed by reports provided monthly by the Contractor against agreed KPI (Key performance indicators). The UK Service Manager will provide an overview report highlighting any issues if required for the review board. A Contract Review Brief will be provided to the Contractor and Contract Review Board with sufficient advance notice to provide any comment or recommend any amendments. Attendance at the Contract review board will be a Defra Network Procurement representative responsible for the Contract or their delegate, a representative of UKFA responsible for UKFA financial approvals, and the UK Service Manager. The Service Manager will attend and advise the Contract Review Board as to detail on the Service Report.

If the Contractor does not feel that the Contract review is a fair record then they may raise this formally to the Authority representative. The Authority may require additional evidence from both UKFA and the Contractor. The Authority will be final arbiter of any dispute.

4. Exception and Dispute Resolution

Where there are concerns over performance, and the Authority is applying monitored remediation, reviews may be more frequent and timed at the discretion of the Authority.

Where the Contractor feels that UKFA have not cooperated sufficiently to allow the Contractor to discharge responsibilities and/or apply remedial actions to meet the Contract, or where UKFA have not fulfilled the activities required under the Contract, the Contractor may appeal in the first instance to the Contract Review Panel for an exceptional meeting to discuss. At this clear evidence of the Contractor's issue should be provided.

Where the Contractor feels that the Contract Review Panel is not addressing any issue in a timely, objective and/or effective way, the Contractor may appeal directly to the Authority. The Authority will be the final arbiter of any issues.

5. Service Continuity and Recovery

5.1. The service in this context is any communication, software or hardware component required to deliver the responsibilities of the Contractor under the Contract. Service performance relates to the timeliness of the service and the number and durations of interruptions of the service or any part of it. It should be noted that an interruption of more than one hour would be regarded as a serious incident. A system interruption in any component that affects VMS or ERS reporting will be considered an outage. An outage of more an hour will be considered a major outage.

Responsibility of the Contractor	<ul style="list-style-type: none">- Continuity of transmissions from VMS+ terminal on individual vessels, timely warning to UKFA, the Fishing industry and ELSS suppliers as to anticipated interruptions to any part of the Contracted service, and immediate alerts on discontinuity of service in excess of one hour and within 24 hours of any interruption in excess of 15 minutes.- Ensuring continuity of transmissions from VMS+ terminals to the UK VMS and ERS Hubs- Ensure that any issues in performance, continuity of service or communications are promptly addressed, a 24 hour service is available to UKFA with resource on hand with appropriate technical understanding to manage major incidents, and that clear incident management process is in place.- Ensuring that any VMS+ firmware updates are informed to relevant ELSS suppliers who are known to have versions compatible with VMS+ for transmitting elogs in advance; allowing these suppliers to impact any changes and facilitating any VMS+ integration testing they consider to be required; and rolling back any firmware updates where these are found to have a detrimental impact- Provide monthly reporting to the UK Service Manager and FMC leads on interruptions to the service of any part of it which would delay or compromise the transmission of position or catch reports- Ensure full recovery and provision to the UK VMS or ERS Hubs of any data un-transmitted or
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	<p>recoverably corrupted as a result of service interruption</p> <ul style="list-style-type: none"> - Provide clear and transparent communication in advance of any planned maintenance to allow UK FMC Leads to cascade communication to stakeholders.
Responsibility of the Authority	None
Responsibility of UKFA Service Manager	<ul style="list-style-type: none"> - Provide a central point of contact for administrations to receive and manage any notifications relating to service issues - Provide a point of contact for system issues that will be available at all times
Responsibility of UK FMC Leads	<ul style="list-style-type: none"> - Identify any service issues to UK Service manager conducting full investigation and contacting the Contractor to inform any such investigation - Within 48 hours of restoration of service conduct assurance on affected vessels to confirm effectiveness of recovery to UK Service Manager
Responsibility of Contract Management Board	None
Responsibility of Change Board	None
KPI	<p>KPI_1: Service Availability Overall Uptime</p> <p>KPI_2: Service Availability Number of interruptions in excess 1 hour</p> <p>KPI_3: Service Availability Incident Recurrence</p>

6. Incident Management

Definition: The process to record, triage, communicate progress and log resolution of an occurrence notified by the UK Service Manager or FMC manager which is considered to detrimentally affect the provisions under the contract. The Contractor will provide for each calendar month the log of the of incidents raised by UKFA

representatives, including for each date raised, by whom, severity, impact, clear and descriptive tracking on activity to address the incident and resolution

Responsibility of the Contractor	<ul style="list-style-type: none"> - Maintain an incident management function with clear traceability to triage, assign, resolve and inform progress on incidents raised by UKFA, the Authority, the Fishing industry or ELSS suppliers - Provide first line support at all hours to take incidents raised by UKFA, providing unique incident numbers and owning incident through to resolution with second line support and sub-contractors, communicating progress in a timely way with the person raising the incident and any other affected parties - Provide first line support to take incidents raised by fishermen, identifying any service issues as per Service Continuity at all hours - Record all incidents raised to the AST ticketing system and ensure the description and update tracking is clear and timely - Provide on request clear audit trail of all communication between AST and stakeholders within 24 hours of the ticket being raised and inform any updates to the incident as they are recorded. - Provide 2 weeks in advance of any Contract performance review a summary of any incidents for that period indicating number of incidents by category, with graphic representation showing calls raised vs calls resolved against time
Responsibility of the Authority	None
Responsibility of UKFA Service Manager	<p>For pan-UK issues only:</p> <ul style="list-style-type: none"> - Provide a central point of contact for administrations to receive and manage any notifications relating to service issues - Provide a point of contact for system issues that will be available at all times
Responsibility of Contract Management Board	None

Responsibility of Change Board	None
KPI	KPI_4: Incident Management – Incident Resolution Number KPI_5: Incident Management – Incident Resolution Time KPI_6: Incident Management – Availability

7. Installation and Maintenance

Responsibility of the Contractor	<ul style="list-style-type: none"> - Ensuring costs for installations and airtime are invoiced according to Contract terms - Arrange installations with vessel owners, providing clear and timely evidence of any non-attendance to FMC contacts in the event of any issues - Ensuring any compensation to the fishing industry for over charging airtime of repairs as a result of defects on terminals or due to service issues is progressed in a fair and timely way, without requiring intervention or investigation by the Authority - Ensuring terminals are repaired within 48 hours of being notified of a defect, and evidencing to UKFA FMC contacts any best endeavours where unable to meet this obligation - Informing the respective UK FMC leads of VMS terminal details in advance of installation or swap outs, including date and engineer details - Ensure the appropriate FMC contact is informed 2 working days in advance of any termination of airtime due to issues with the vessel owner, and maintain a full audit trail, available on request and assuming agreement by the vessel owner, of any correspondence relating to the proposed termination. - Provide clear advice to vessel owners covering transmission costs/packages and e-log compatibility, ensuring owners informed as to where cabling and/or airtime packages might be
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	<p>inappropriate (e.g. a vessel that does not have a compatible ELSS and does not anticipate fishing in a marine protected area would probably choose to have a pay as you go GSM tariff and not pay for a ELSS connection cable if properly informed)</p> <ul style="list-style-type: none"> - Ensure all hardware requests by the fisherman that might be billed to UKFA that are not included in a standard VMS package are clearly evidenced - In the event of change ownership and non-return of paperwork, AST must notify UKFA and provide 5 working days for UKFA to liaise with the new owner before deactivating the device
Responsibility of the Authority	None
Responsibility of UKFA Service Manager	Collate any information on installations provided by FMC for Contract Review Reporting
Responsibility of FMC Contacts	<ul style="list-style-type: none"> - Provide the Contractor with timely information on vessels to be installed - Ensure timely payment of any invoicing for installations where these are paid by grant aid - Progress timely enforcement on vessels where clear evidence of non-cooperation is identified for vessels within that FMCs responsibility - Ensure approval and details for vessel installations within the FMCs administration are provided - Ensure all non-functioning device incidents identified to the FMC are raised through AST ticketing system - In the event of non-conformance submission of AST paperwork informed to the administration, the FMC manager will contact vessel owner to require them to submit the paperwork. - Where the Contractor provides the FMC of non-attendance the FMC lead will ensure the vessel owner is contacted and if necessary, require them to take appropriate action. - Where the Contractor informs the FMC of the administration of the vessel of impending suspension of transmissions from the VMS+

	terminal, the FMC should ensure that the vessel is reminded of its obligations not to sail without a functioning terminal. <i>The FMC will not intervene in any financial disputes between the Contractor or the vessel.</i>
Responsibility of Contract Management Board	None
Responsibility of Change Board	None
KPI	KPI_7: Install/maintenance - Repair and replacement KPI_8: Install/maintenance - Invoicing to UKFA KPI_9: Install/Maintenance – Excessive reporting

8. Change Management

Responsibility of the Contractor	<ul style="list-style-type: none"> - Providing response, the Change Board with clearly evidenced costing against proposed changes and ensure any ambiguities are challenged before impacting - Provide evidence on request by the UKFA that any firmware or server software changes required by UKFA change controls or as part of the Contractors resolution of issues or improvements have been fully tested
Responsibility of the Authority	<ul style="list-style-type: none"> - Progress Contract variations as a result of change requests
Responsibility of UKFA Service Manager	<ul style="list-style-type: none"> - To provide and manage any testing required for changes to the service and, where these are the result of change controls, provide clear evidence of user testing
Responsibility of Contract	<ul style="list-style-type: none"> - None

Management Board	
Responsibility of Change Board	<ul style="list-style-type: none"> - Draft clear and concise requirements for change controls - Communicate with the Contractor to impact change requests - Progress any financial approvals required - Manage change control through to delivery, including monitoring (but not managing) any contractual variations required
KPI	<ul style="list-style-type: none"> - KPI_10: Implementation of Change

9. Contract Management

Responsibility of the Contractor	<ul style="list-style-type: none"> - Provide attendance by the nominated Contractor representative or person with full delegation at scheduled Contract Review and Exception meetings. Five days' notice will be provided of exception reviews if attendance in person is required. - Provide comment on any Contract review briefings in advance of to ensure the Contract panel has sufficient opportunity to consider any points - Provide clear evidence in support of any activity carried out to inform or address issues - Ensure reporting on KPI is accurate, timely and comprehensive. KPI should be reported monthly by preference or be provided up to date no later than 10 days in advance of a Contract Review Board
Responsibility of the Authority	<ul style="list-style-type: none"> - Provide representation and advice to the Contract Management reviews - require Contract Management activity - To provide oversight on the performance of the Contract - Assume responsibility for progressing any potential or actual breach of Contract - Act as moderator in the event of any dispute between UKFA and the Contractor

Responsibility of UKFA Service Manager	<ul style="list-style-type: none"> - Provide a written report on service performance and incidents to inform Contract Management Board
Responsibility of Contract Management Board	<ul style="list-style-type: none"> - Organise and attend regular and exceptional Contract reviews - Provide briefings in advance to all attendees - Provide meeting records with clearly defined decisions and actions
Responsibility of Change Board	<ul style="list-style-type: none"> - Inform the service manager as to timeliness and quality of any changes
KPI	None.

Appendix B: KPI

KPI	Measurement	Proposed Target
KPI_1: Service Availability Overall Uptime	The Contractor will provide a monthly report documenting any periods when the service or a part of it within the Contractors responsibility was unavailable. This will be verified against the UKFA service managers records	99% (uptime/total time over period)
KPI_2: Service Availability Number of interruptions in excess 1 hour	The Contractor will provide a monthly report documenting any periods when the service or a part of it within the Contractors responsibility was unavailable. This will be verified against the UKFA service managers records	No more than 1 periods in excess of an hour within the month
KPI_3: Service Availability Incident Recurrence	The Contractor will provide a monthly report documenting any incidents that have resulted in a degradation or interruption of service. The service manager will reference this against previous incidents	No recurrence of an event that has caused an interruption of more than 1 hour within a 3 month interval
KPI_4: Incident Management – Incident Resolution Number	The Contractor will provide a monthly report documenting any incidents that have resulted in a degradation or interruption of service. The report will include the number of incidents brought forward at the	The number of incidents raised and brought forward should not exceed the number of incidents resolved at the end of the

KPI	Measurement	Proposed Target
	start of the month and number unresolved at the end.	monthly period by more than 5%.
KPI_5: Incident Management – Incident Resolution Time	<p>The Contractor will provide a monthly report documenting any incidents that have resulted in a degradation or interruption of service. The report will include the number of incidents brought forward at the start of the month and number unresolved at the end.</p> <p>Please note that prioritisation and resolution times will be discussed with the Contractor to refine this KPI</p>	Monthly report with sufficient detail provided within 5 working days of month end.
KPI_6: Incident Management - Availability	The incident management service should be available at all hours to UKFA. The Contractor will provide both manned telephone line and email. UKFA reserve the right to log real or test incidents against this service to measure availability. Measurement will average and maximum initial response time. Non response will be discounted from this calculation but counted separately.	Any service critical incidents should be reported to the UK Service Manager and UK FMC leads within 1 hour of occurrence.
KPI_7: Install/maintenance - Repair and replacement	The Contractor will provide a monthly list of defects including where the terminal has been replaced, the	90% of terminals should be replaced within 48 hours for UK

KPI	Measurement	Proposed Target
	date the problem was identified, the date of any swap out and any reasons for exceeding tolerance for repair (48 hours)	ports and 72 hours for ports outside UK. Tolerance will be shown where The Contractor can demonstrate best endeavours to carry out an installation.
KPI_8: Install/maintenance - Invoicing to UKFA	The cost of the VMS+ terminals will vary during the life of the Contract. A tariff will be agreed for a base cost of the VMS+ terminal (exclusive of additional costs not covered by the contract) UKFA will log any instances of incorrect invoicing and intervals between adjustments for instances where invoices have been paid and credit adjustments required.	There should be no more than a 2% instance of incorrect invoicing due to Contractor error. Any invoicing errors should be adjusted to the FMC within 10 working days.
KPI_9: Install/Maintenance – Excessive reporting	The UKFA will establish analysis and alerting tools to highlight possible instances of over reporting on terminals. This will be handled as part of incident management.	90% of instances of over reporting should be investigated within 48 hours and the average response time should be no more than 5 working days. The minimum and maximum response time will also be

KPI	Measurement	Proposed Target
		reported.
KPI_10: Implementation of Change	The intervals between date required for implementation assured by the Contractor and the date when the change was accepted without defect, as logged by the UKFA Service Manager	90% of change controls should be implemented within Contractors confidence levels (confidence levels should not exceed 20% unless otherwise agreed).

Appendix C: Nominated Contacts

The names below are indicative at time of this draft and will be subject to change throughout the Contract. It will be the responsibility of the respective Contract Managers to ensure details are advised, and the UK Contract Manager to issue iterations of the Contract for any changes.

Contractor Contract Manager	██████████
Contractor Service Manager	TBC
Contractor Service Desk	TBC
The Authority Contract representative	████████████████████
Contract Management Board Lead	████████████████████
UKFA Service Manager	██████████
UK respective FMC Contacts	████████████████████ ██████████████████████████████ ██████████████████████████████████ ██████████████████████████ ████████████████████
UK Invoicing contacts	██████████████████████████ ██████████████████████████████ ██████████████████████████████████ ██████████████████████████ ████████████████████

SCHEDULE 3 - PRICES

The following Pricing Schedule shall apply for the purposes of this contract:

Annex 1. Fishing Administration's Invoicing Contacts

The below table confirms the appropriate points of contact with regard to Section 3. Price and Payment, sub-section 3.4.

Fishing Administration	Split	Contact	Address
Marine Scotland	39%	[REDACTED] [REDACTED]	Marine Scotland, Compliance, [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Marine Management Organisation	39%	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Department of Agriculture & Rural Development NI	14%	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Welsh Government	4%	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Isle of Man Department for Environment Fisheries and Agriculture	4%	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

PRICING

General Requirements

Prices are expressed in Pounds Sterling (GBP) and in United States of America Dollars (USD). Where the symbol '\$' is used it refers to USD.

The source for all currency rates shall be [REDACTED]

Prices are expressed exclusive of VAT.

Prices cover the full scope of Goods and Services.

Where indicated, the Contractor is permitted to increase prices with reference to the UK Annual Retail Price Index (RPI). The Contractor may apply no more than the UK Annual Retail Price Index (RPI) retrospectively to the Contract Rates. Unless otherwise indicated, RPI will be applicable on each anniversary of the Contract against the cost in the previous year to date, inclusive of any previous RPI increments. The RPI rate will be based on the Office of National Statistics most recently published monthly rates.

For example (assuming anniversary of Contract is July)

Cost to July 2020 = Base cost

Cost to July 2021 = Cost at July 2020 x (100+x)% where x is RPI at July 2020

Cost to July 2022 = Cost at July 2021 x (100+y)% where x is RPI at July 2021

It is the responsibility of the Contractor to verify the rate; the following link is provided as a reference: <https://www.ons.gov.uk/economy/inflationandpriceindices>

The following contacts

Support Charges

The Contractor may charge the UKFA's proportionately; the following annual costs with respect to the provision of the specified item.

Administration	Apportion.	Yr 1 Quote
Marine Scotland	39%	[REDACTED]
MMO	39%	[REDACTED]
DAERA	14%	[REDACTED]
Welsh Government	4%	[REDACTED]
IOM Dept for ER & A	4%	[REDACTED]
	100%	[REDACTED]

Airtime Charges

Polling request costs shall be invoiced at the end of each calendar month for charges incurred with that month. Costs shall be invoiced directly to the UKFA that administers the vessel polled. An itemised account will support this invoicing detailing the vessel polled and the associated charges.

System Variations

Where the position report format or functionality of the New VMS Device and/or supporting services are modified to meet formal System Variation requests by the Authority, any development costs associated with such Variation Requests will be chargeable to the UKFAs at the rates provided in the table below.

Where a change is required due to failure of device and/or supporting services, this will be at the cost of the Contractor.

Any SCS or GPRS/GSM charges for increased reporting due to problems with the New VMS Device (i.e. unintended or unrequested reporting) are to be paid for by the Contractor.

Day rates are chargeable by the whole or half day.

The maximum number of days available over the course of the 2 year Contract shall be capped at 200 days.

The rates provided in the table below. Daily Rates will be those charged in year 1 with CPI max increase applied for the remaining years of the Contract.

Daily Rates:

Role	Daily Rate
	Jul-20
Rate	
Senior Management:	
Project Director	████████
Senior Technical:	
Product Development Manager	████████
Project Manager	████████
Technical:	
Installation Engineer	████████

Charges for System Variations shall be invoiced separately to each UKFA in the following proportions:

- Marine Scotland: 39%
- Marine Management Organisation: 39%
- Department of Agriculture & Rural Development NI: 14%
- Welsh Government: 4%
- Isle of Man Department for Environment Fisheries and Agriculture: 4%

(The Jersey & Guernsey fishing authorities are intentionally not included in the above).

SCHEDULE 3 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Authority, who may take account of the view of the Supplier, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.
2. The contact details of the Authority Data Protection Officer are: [REDACTED]
3. The contact details of the Supplier Data Protection Officer are: [REDACTED]
4. The Supplier shall comply with any further written instructions with respect to processing by the Authority.
5. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor in accordance with Clause 10.3.
Subject matter of the processing	Processing is needed in order to ensure compliance with Common Fisheries Policy for effective monitoring of UK fishing vessels by sending the location data to UK Fishing Administrations.
Duration of the processing	The processing will be in effect for the duration of the contract – 9th July 2020-8th July 2023.
Nature and purposes of the processing	<p>The processor collects location data from transponders and forwards to the UK VMS Hub that is managed by the UK Fishing Administrations for the purpose of monitoring.</p> <p>Processor stores the data for billing arrangement, and provides option to the vessel owner to view their own data via processor's dedicated online portal.</p>
Type of Personal Data	Data supplied by the processor includes only the position data and unique device identification of the transponder.
Categories of Data Subject	Masters (skippers) of UK and its Crown Dependency commercial fishing vessels.

<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Destruction and return of data is defined in the body of the contract.</p>
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