



Department
for Environment
& Rural Affairs

Short Form Contract

Contract for Services

Contract Reference ITT_5162

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Annex 1

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1. Interpretation

1.1 In these terms and conditions:

Term	Description
“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Contractor constituted by the Contractor’s acceptance of the Award Letter via Bravo;
“Award Letter”	means the letter from the Customer to the Contractor printed above these terms and conditions;
“Bravo”	means the Customer’s electronic contract management system
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Contractor”	means the person named as Contractor in the Award Letter;
“Controller”	has the meaning given in the GDPR;
“Customer”	means the person identified in the letterhead of the Award Letter;

“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (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”	means 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;
“DPA 2018”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
[“Joint Controllers”	means where two or more Controllers jointly determine the purposes and means of processing.]
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Contractor in writing;

“Law”	means 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”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	has the meaning given in the GDPR;
“Personal Data Breach”	has the meaning given in the GDPR;
“Processor”	has the meaning given in the GDPR;
“Protective Measures”	means 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;
“Purchase Order Number”	means the Customer’s unique number relating to the order for Goods to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Contractor to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;

“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided to the Contractor from time to time;
“Sub-processor”	means any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with Clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;

1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;

1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2. Basis of Agreement

2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.

- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Contractor on receipt by the Customer of the Contractor's notification of acceptance via Bravo within [7] days of the date of the Award Letter.

3. Supply of Services

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Contractor shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Contractor shall:
- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services. In the event that the Contractor agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

4. Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 3 months by giving not less than 10 Working Days' notice in writing to the Contractor prior to the Expiry

Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5. Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
 - 5.7.1 provisions having the same effects as clauses 5.3 to 5.6 of this Agreement; and

- 5.7.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.7 of this Agreement.
- 5.8 In this clause 5.8, “sub-contract” means a contract between two or more Contractors, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6. Premises and equipment

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Contractor or the Staff shall be at the Contractor’s risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer’s premises, remove the Contractor’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Contractor or any Staff, other than fair wear and tear.
- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer’s premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer’s security requirements.

- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7. Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:
 - 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered, and the Contractor shall comply with any such notice.
- 7.2 The Contractor shall:
 - 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8. Assignment and sub-contracting

- 8.1 The Contractor shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Contractor shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

9. Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Contractor. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Contractor by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Contractor hereby grants the Customer:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

- a. any intellectual property rights vested in or licensed to the Contractor on the date of the Agreement; and
- b. any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.4 The Contractor shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor or any Staff.

10. Governance and Records

10.1. The Contractor shall:

10.1.1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2. submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2. The Contractor shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Contractor shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11. Confidentiality, Transparency and Publicity

- 11.1. Subject to clause 11.2, each Party shall:
- 11.1.1. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
 - 11.1.2. not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.
- 11.2. Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
- 11.2.1. where disclosure is required by applicable law or by a court of competent jurisdiction;
 - 11.2.2. to its auditors or for the purposes of regulatory requirements;
 - 11.2.3. on a confidential basis, to its professional advisers;
 - 11.2.4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
 - 11.2.5. where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Contractor's confidentiality obligations under the Agreement; and
 - 11.2.6. where the receiving Party is the Customer:
 - a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement

containing terms no less stringent than those placed on the Customer under this clause 11.

- 11.3. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Contractor hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4. The Contractor shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12. Freedom of Information

- 12.1 The Contractor acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
 - 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Services (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor

advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13. Protection of Personal Data and Security of Data

- 13.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Contractor is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.
- 13.2. The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 13.3. The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, 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.
- 13.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- a. process that Personal Data only in accordance with Schedule 1 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Customer may reasonably reject (but failure

to reject shall not amount to approval by the Customer 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;

c. ensure that :

- i. the Staff do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
- 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:

1. are aware of and comply with the Contractor's duties under this clause;
2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
3. 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 Customer or as otherwise permitted by this Agreement; and
4. have undergone adequate training in the use, care, protection and handling of Personal Data; and

d. not transfer Personal Data outside of the European Union unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- i. the Customer or the Contractor 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 Customer;
- ii. the Data Subject has enforceable rights and effective legal remedies;
- iii. the Contractor 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 Customer in meeting its obligations); and

- iv. the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - e. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.
- 13.5. Subject to clause 13.6 the Contractor shall notify the Customer immediately if, in relation to any Personal Data processed in connection with its obligations under this Agreement, it:
 - a. receives a Data Subject Request (or purported Data Subject Request);
 - b. receives a request to rectify, block or erase any Personal Data;
 - c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - d. receives any communication from the Information Commissioner or any other regulatory authority;
 - e. 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
 - f. becomes aware of a Data Loss Event.
- 13.6. The Contractor's obligation to notify under clause 13.5 shall include the provision of further information to the Customer in phases, as details become available.
- 13.7. Taking into account the nature of the processing, the Contractor shall provide the Customer 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 Agreement and any complaint, communication or request made under Clause 13.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
 - a. the Customer with full details and copies of the complaint, communication or request;
 - b. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - c. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - d. assistance as requested by the Customer following any Data Loss Event;

- e. assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 13.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 13. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- a. the Customer determines that the processing is not occasional;
 - b. the Customer 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
 - c. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.9. The Contractor shall allow for audits of its Personal Data processing activity by the Customer or the Customer's designated auditor.
- 13.10. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 13.11. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- a. notify the Customer in writing of the intended Sub-processor and processing;
 - b. obtain the written consent of the Customer;
 - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and
 - d. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 13.12. The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 13.13. The Customer 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 Agreement).
- 13.14. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer.

- 13.15. When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.
- 13.16. This clause 13 shall apply during the Term and indefinitely after its expiry.
- 13.17. [Where the Parties include two or more Joint Controllers as identified in Schedule 1, 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 13.1 to 13.14 for the Personal Data in respect of which they are Joint Controllers.]

14. Liability

- 14.1 The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and
- 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Contractor be liable to the Customer for any:
- a) loss of profits;
 - b) loss of business;
 - c) loss of revenue;
 - d) loss of or damage to goodwill;
 - e) loss of savings (whether anticipated or otherwise); and/or
 - f) any indirect, special or consequential loss or damage.
- 14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 14.3.1 death or personal injury caused by its negligence or that of its Staff;
- 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

- 14.3.3 any other matter which, by law, may not be excluded or limited.
- 14.4 The Contractor's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15. Force Majeure

- 15.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16. Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:
 - 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation

or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or

- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Contractor shall:
 - 16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17. Compliance

- 17.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.
- 17.2 The Contractor shall:
 - 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

- 17.3 The Contractor shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and
 - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.
- 17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 17.5.1 the Official Secrets Acts 1911 to 1989; and
 - 17.5.2 section 182 of the Finance Act 1989.

18. Prevention of Fraud and Corruption

- 18.1 The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - 18.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

19. Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20. General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

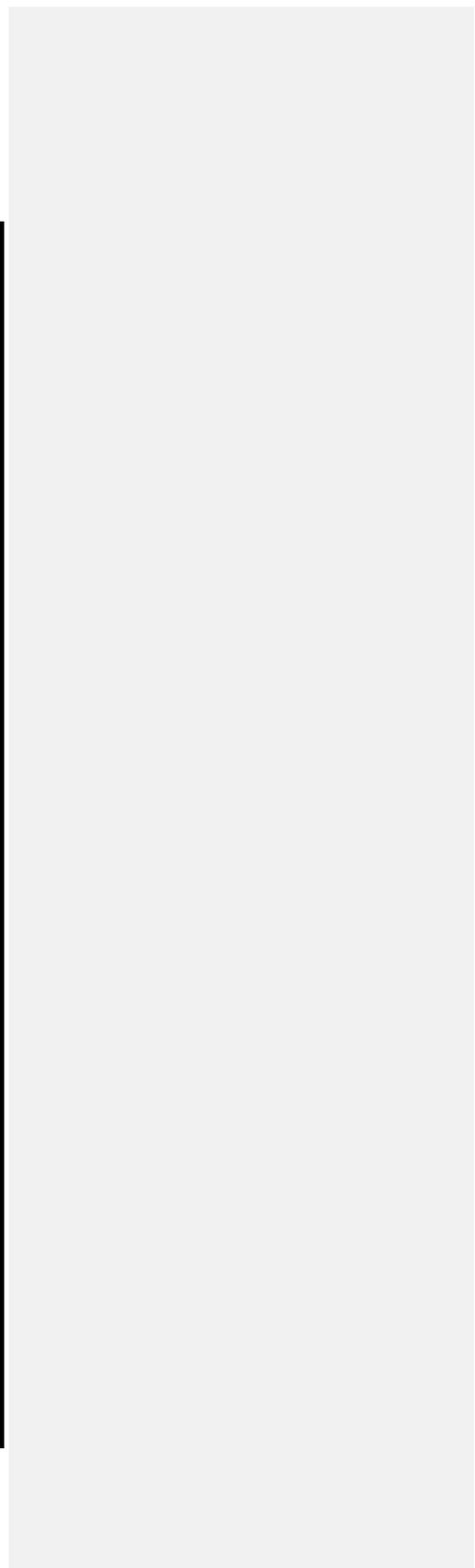
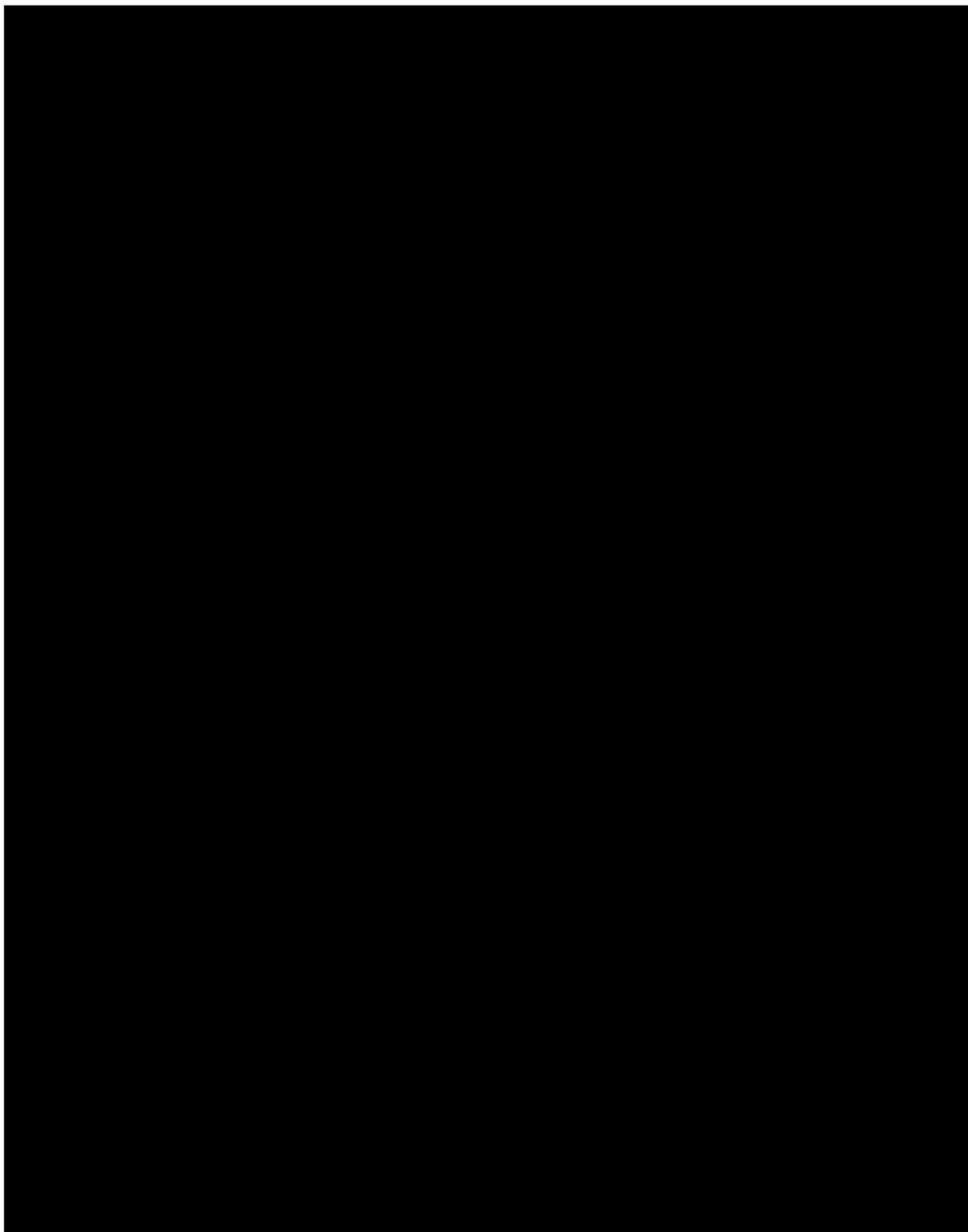
21. Notices

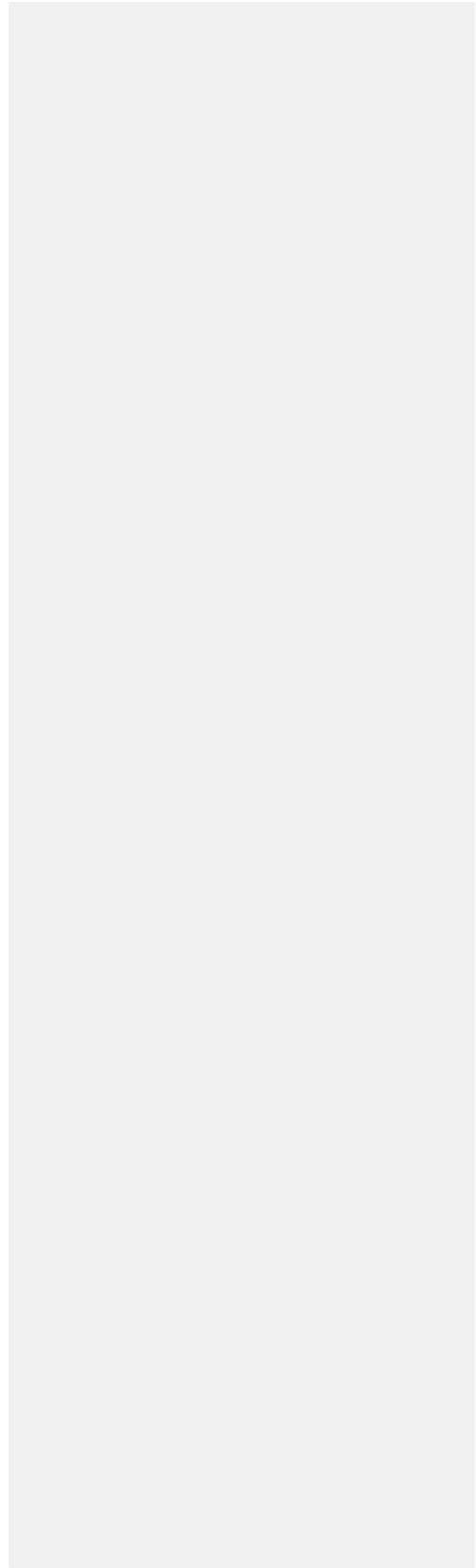
- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22. Governing Law and Jurisdiction

- 22.1 The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

**SCHEDULE 1 - PROCESSING, PERSONAL
DATA AND DATA SUBJECTS**





Specification of Services

1 Background

The UK 25 Year Environment Plan sets out our ambition “for joining forces with local stakeholders to find the most appropriate ways of drawing down the riches of the sea in a sustainable way”.¹

We aim to set a gold standard for fisheries governance when we leave the European Union by making a strong commitment to stakeholder involvement and participation. Our vision is that the fishing industry and recreational anglers should take a greater, shared responsibility for sustainably managing fisheries. This might include developing new management practices and contributing to fisheries science, being part of a delegation in negotiations, being more actively engaged in fisheries management decisions, and co-designing future policy.

In aiming to realise our vision, we are looking to build on progress that has already been made.

Participatory fisheries management has emerged in the UK and internationally over the last three decades. As we leave the European Union, there is a chance to assess the level of participation that previous and current management initiatives have provided, as well as to identify areas where participation levels might require reform.

Previous social research² informed the creation of the stakeholder-led Advisory Councils (ACs) that provide the European Commission and EU countries with recommendations on fisheries science and management matters. The majority of AC members are fishing industry representatives. The Cefas-led GAP-2 project³ has more recently highlighted multiple European case studies of joint fisheries management and science involving various sectors of the fishing industry. Within the UK, Inshore Fisheries and Conservation Authorities (IFCAs) have continued the tradition of their 19th Century established predecessors, Sea Fisheries Committees (SFCs), in providing a forum for the integrating commercial fishers and recreational anglers in coastal fisheries management. Partnership working, like that in the Celtic Sea⁴, has encouraged cross sector working involving UK fishers and anglers in regional management related to fisheries. Previous research⁵, however, has also shown that even where authorities take care to ensure fisheries management and science are inclusive, certain individuals and groups can still find opportunities to participate curtailed.

This project will assess the extent to which all England-based fishers and anglers, and their representatives, have experienced participation at local, national, UK and international scales through initiatives like, but not limited to, those mentioned here. It will also consider how they would like to experience participation in future fisheries science and management.

2 Project scope & aims

This invitation to tender is for an original piece of research, assessing the degree and nature of participation by UK commercial fishers and recreational anglers in fisheries science and management. The scope of the project includes their past and current levels of participation, as well as their future desired participation.

¹ <https://www.gov.uk/government/publications/25-year-environment-plan>

² <http://jncc.defra.gov.uk/pdf/RPT287.pdf>

³ <http://gap2.eu/>

⁴ <http://www.celticseaspartnership.eu/>

⁵ <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3357786/>

Aims

The aims of this research are to:

[1] Assess to what extent individual commercial fishers and recreational anglers, and their representatives, perceive fisheries science and management to be participatory;

[2] Assess to what extent individual fishers and anglers, and their representatives, perceive participatory initiatives (e.g., ACs, IFCA, coastal sea partnerships, and industry-led science initiatives) to have fostered their inclusion in fisheries science and management;

[3] Understand the partnership working experiences of individual fishers, anglers, and their representatives. This will include assessing their awareness of partnership working, as well as providing insight on the degree and nature of their involvement in partnership working;

[4] Understand whether individual fishers and anglers desire more, less, or unchanged participation in fisheries science and management, and for which particular processes;

[5] Understand individual fishers' and anglers' desired balance between representative, group, and one-to-one participation;

[6] Assess perceptions and provide insight on where the organisations and officials representing fishers and anglers have capacity, opportunity, and the approach to facilitate the level of desired participation in fisheries science and management for individuals;

[7] Identify what individual fishers and anglers, and their representatives, feel there are the barriers and enablers to establishing and implementing successful partnership working;

[8] To identify what individual fishers and anglers, and their representatives, feel are the critical factors in the success and failure of partnership working;

[9] Understand whether there are any sectoral (e.g. inshore vs. offshore fleet), geographic, or other patterns associated with participation or desired changes in participation;

[10] Identify for which fisheries science and management processes fishers and anglers can add most value through their participation;

Scope

The scope of this research does not extend to enrolling those beyond fishers, anglers, and their representatives. For the latter group, for instance, it would be appropriate to enroll a producer organisation representative or an MMO-appointed angler to an IFCA, but not non-industry AC members or IFCA chief officers. This research is intended to only capture the insight of the commercial fishing industry and the recreational angling sector.

While this is an original piece of research, it is expected it will build on previous work looking at participation in UK fisheries science and management (e.g., the *GAP* projects⁶⁷, the *Celtic Seas Partnership*⁸, and others), where relevant, in meeting the objectives set out in this tender.

⁶ https://cordis.europa.eu/project/rcn/89991_en.html

⁷ <http://gap2.eu/>

3 Objectives

Assessment and discussion of past and current participation

1. Concisely review relevant literature and policy documents on participation and partnership working in fisheries science and management in order to:
 - a. Provide lens for informing research design, data collection, and data analysis across the project.
 - b. Briefly describe current avenues commercial fishers and recreational anglers in England have for participating in fisheries science and management.
2. Describe, analyse, and discuss the degree and nature of participation that commercial fishers and recreational anglers report having had in English fisheries management (including as part of UK, EU, and international processes). Sub-objectives should include (but not be limited to):
 - a. Assessing whether fishers' and anglers' perceive their opinions, viewpoints, beliefs, etc. have been heard, considered, and integrated.
 - b. Assessing whether fishers' and anglers' ideas for management have been heard, considered, and integrated.
 - c. Assessing whether the experiential knowledge of fishers and anglers in relation to fishery operations (e.g., gear usage, catch marketing, etc.), economics, and sociocultural factors has been heard, considered, and integrated.
 - d. Describing, analysing, and discussing the strengths and weaknesses of current avenues for fisher and angler participation and partnership working in fisheries management, as reported by fishers and anglers.
 - e. Assessing the experiences of fishers and anglers who have taken part in participatory management, including as part of partnership working.
3. Describe, analyse, and discuss the degree and nature of participation that commercial fishers and recreational anglers report having had in English fisheries science (including as part of UK, EU, and international processes). Sub-objectives should include (but not be limited to):
 - a. Assessing whether the experiential knowledge of fishers and anglers in relation to environmental status (e.g., local ecological knowledge) has been heard, considered, and integrated.
 - b. Assessing whether fishers' and anglers' ideas for science (e.g., hypotheses for investigation, methodology improvements, etc.) have been heard, considered, and integrated.

⁸ <http://www.celticseaspartnership.eu/>

- c. Describing, analysing, and discussing the strengths and weaknesses of current avenues for fisher and angler participation and partnership working in fisheries science, as reported by fishers and anglers.
- d. Assessing the experiences of fishers and anglers who have taken part in participatory research, including as part of partnership working.

Assessment and discussion of desired future participation

- Describe, analyse, and discuss any changes commercial fishers and recreational anglers would like in their participation in fisheries management.
- Describe, analyse, and discuss any changes commercial fishers and recreational anglers would like in their participation in fisheries science.
- Describe, analyse, and discuss any changes commercial fishers and recreational anglers would like in partnership working.
- Identify aspects of fisheries science and management where commercial fishers and anglers are not currently fully contributing and where they might add future value. It is not part of the project to identify *how* this should be achieved.

4 Sample to be considered

Tenderers should set out an appropriate and robust sampling approach that recognises the heterogeneity of commercial fishers and recreational anglers across the UK. Individuals enrolled in the research should include (but not be limited to) those:

- In different fishing/angling sectors;
- In different localities;
- Who are members of a variety of POs and representative organisations;
- Who are not members of any PO or representative organisation;
- From different social and cultural backgrounds.

An important part of this research is understanding how *individual* fishers and anglers participate in fisheries science and management. The sampling approach must include the opportunity for the *individual* voices of fishers and anglers to be heard.

Key stakeholders (e.g., PO and angling association representatives, AC and IFCA participants) should be enrolled where appropriate.

This project is focussed on marine science and management, so the only anglers enrolled should be sea anglers.

5 Proposed methods & analysis

Tenderers are invited to propose specific methods and analyses and make use of innovative approaches where appropriate in addressing this brief. Tenderers should justify the specific methods and analyses chosen and should set out an appropriate sampling framework. Consideration should be given to ethical requirements and processes.

It is expected that only qualitative approaches will be proposed due to the importance of capturing the *individual* voices of fishers and anglers and the timescale required to complete this work.

Two stages are anticipated for this work:

Stage 1: An initial scoping phase will be required to review existing literature and policy in order to inform framing of the research and final research design. A short scoping report of no more than 5 pages setting out a finalised sampling, methodological and analytical approach will need to be provided to the steering group for sign-off before fieldwork commences.

Stage 2: This main project phase will be where the fieldwork, analysis, and reporting will be carried out.

6 Expertise required & project management

Applicants should have extensive experience of conducting social research, preferably having a strong track record of completing work using the proposed methods. Previous experience of working within the fisheries and angling sectors is essential, but applications are welcome from organisations without such experience where proposals include involvement of external expert(s) to give sector specific advice and expertise. Consortium bids are welcome. Given the need within this project to make contact with individual fishers and anglers, bids which demonstrate the applicants' strong networks with a diverse range of such fishers and anglers are encouraged. Partnerships with boundary spanning/gatekeeping organisations would be considered.

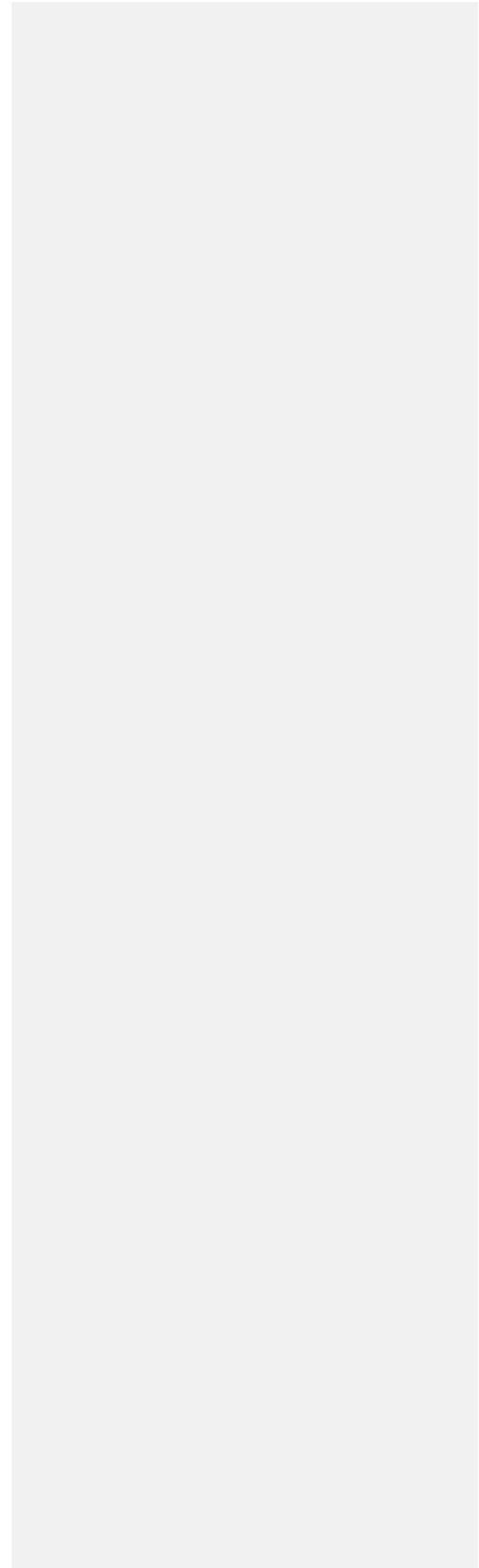
Considering the scope of the work, effective project management will be needed. Applicants should set out how the research will be managed. A project steering group will be established by Defra, and is expected to meet monthly. Regular catch-ups (at least fortnightly) will also take place with the Defra project manager.

Timetable:

The project will be managed by the Project Officer, with the involvement of a project steering group.

	Details	Date
Progress updates	Fortnightly calls with steering group and fortnightly e-mailed progress notes.	Fortnightly through project life span.
Deliverable 1	Scoping stage report	22 nd February 2019
Data collection and analysis	Fieldwork and deskwork with progress to be reported through the fortnightly progress updates.	February to April 2019
Deliverable 2	Presentation of interim results	15 th April 2019

Deliverable 3	Draft final report	w/c 15 th July 2019
Deliverable 4	Final project report	w/c 12 th August 2019



E01 - Understanding of the specification of requirements

1. Introduction

Marine ecosystems and the littoral environments of the UK are shared treasures, cherished as sites of livelihood and recreation (Armstrong et al., 2013, MMO, 2017). With the pressures of climate change, pollution, resource depletion, demographic shifts and increased demand for sustainable food, they are as relevant to the future of the UK and its diverse coastal communities as they have ever been. At the same time, the parameters of marine science are being transformed by technology and the development of new paradigms of how science can be conducted and validated. The possibility to engage with non-scientific sources of knowledge and expertise in scientific projects in many ways has in part become possible through the array of new technologies available, but also because new technologies can impact on individual stakeholders and communities so profoundly that their engagement is needed to ensure the ethical and social legitimacy of such outcomes. Indeed, academics have noted the challenges of the interaction between ecological modelling, fishing policy and fishing communities for some time (Reed and Courtney, 2011, Griffin, 2010, Urquhart et al., 2011). In the intervening period the ecological sciences more broadly have become engaged with participatory approaches, often labelled 'citizen science', making use of non-scientific sources of knowledge and expertise (Hart et al., 2018). These developments have increased the role of non-experts and signalled possible routes for engagement that as of yet have rarely been formalised into policy.

Alongside this, there is a tradition of social science research on fisheries governance and participatory co-management approaches over recent decades from social scientists in the UK, Europe and beyond (Pita and Chuenpagdee, 2012, Kooiman et al., 2008, Jentoft and Chuenpagdee, 2015, Urquhart et al., 2014, Raakjær Nielsen and Christensen, 2006, Wilson et al., 2003, Mackinson et al., 2011). This is often a response to recognition of the limitations of top-down control and command policies, such as the European Common Fisheries Policy (CFP). The EU's Advisory Councils and Regional Advisory Councils were established to improve the integration of stakeholder advice and local ecological knowledge into fisheries science and management. As the UK exits from the EU and develops its own national fisheries policy, there is an opportunity to reflect and build on previous and current experience to further enhance the roles of the fishing industry in terms of greater consultation and its involvement in policy development and evaluation, and to harness its knowledge, experience and capabilities in the management of fishing activities. For instance, England has long-standing experience of participatory and decentralised governance of fisheries management. This includes the strong tradition of devolved co-management for inshore waters (0-6 nm) through the Inshore Fisheries and Conservation Authorities (IFCAs), and Sea Fisheries Committee's before them. IFCAs are one of the most comprehensive forms of devolved local fisheries and environmental management to be found in Europe. They have sought to work with local commercial fishing and recreational angling stakeholders to include local knowledge in local governance. In some instances, this may involve partnerships between local governmental authorities and UK fishers and anglers (Fitzpatrick, 2014). Furthermore, Fish Producer Organisations have assumed responsibility for the operationalisation of quota management; in fact the UK was

the first among EU coastal states to recognise the potential of Producer Organisations in this role. How might the roles and participatory basis of these structures be improved and perhaps extended in the future? Key to this will be the ongoing challenge of building trust and confidence between the fishing and scientific communities and finding ways in which local ecological knowledge and the experience of commercial fishers and recreational anglers can be utilised in fisheries management in both the assessment process and the implementation of recommended Total Allowable Catches (TACs).

2. Aim and objectives

The prospect of leaving the EU and the CFP presents the opportunity to consider a fisheries policy that balances environmental, economic and social objectives. Brexit offers the chance to devise a new strategy that works for all stakeholders who share in the marine resource - whether as a source of business or as recreation. While the prospect of shaping a new UK fisheries policy is undoubtedly an exciting one, it is essential to understand that the UK fishing industry is both complicated and highly diverse, and there are often sub-groups who are hard to reach or engage in policy consultation or scientific research. Recreational angling in England has generally been characterised by a low level of regulation and organisation, with the techniques used as varied as the littoral habitats with which the anglers engage. Although commercial fishers and anglers are involved in a shared resource the diversity of approaches and perceptions combined with the demands of (and aspirations for as well as knowledge of), and capacity to engage with, marine science may vary considerably.

Our understanding is that, through this project, Defra are looking for a contractor to undertake a bespoke research assignment to assess the nature and depth of participation in fisheries science and management by commercial fishers and recreational anglers.

This project has **ten interlinked aims**:

- A. Assess the extent to which individual fishers and anglers, and those who represent them, perceive fisheries science and management to be participatory.
- B. Assess to what extent participatory initiatives by bodies such as IFCA's, ACs, coastal sea partnerships and industry-led research have been perceived as such by individual fishers and anglers, and their representatives.
- C. To understand and assess the awareness, degree and form of partnership working experienced by individual fishers and anglers, and their representatives.

- D. To understand whether a greater, or less, or static level of participation is desired by fishers and anglers, and their representatives, and if this relates to particular processes.
- E. To understand whether the form of participation desired by individual fishers and anglers, and their representatives is between groups, through formal representation or via individual formats.
- F. To assess perceptions as to the capacity of the organisations representing anglers and fishers have to facilitate the desired forms of participation in fisheries management and science.
- G. To establish the perceived barriers to effective participation in the opinion of individual fishers and anglers, and their representatives.
- H. To understand the vital success factors to partnership working in the view of fishers, anglers and their representatives.
- I. To identify and understand if there are any systematic patterns such as geographic, position in the industry or recreational sector associated with participation, or desire for changes in participation.
- J. To identify where and how in fisheries science and management processes fishers and anglers can contribute through their participation to greatest effect.

The scope of the project is the past, present and desired future participation of commercial fishers and recreational sea anglers in English fisheries management, although EU and UK wide experiences will be relevant. The focus of the research is on *individual* rather than corporate responses, which will guide selection of interviewees and the form of the research conducted.

The project will run from 11th February 2019 until the 17th August 2019.

We understand the goals of the project are to provide information, insight and analysis to inform the future participation of fishers and anglers in fisheries management and science. This will include changes that they might desire to see in either aspect – management and/or science. Further, it will identify, discuss and analyse the configuration of partnership working sought by fishers and anglers. As part of this analysis it will identify areas where value and contribution might be added via participation of the two subject groups.

These aims and goals will be met through three principal objectives:

1 – A concise, systematic **review of relevant literature** to inform the other objectives and the analytical work of the project.

2 – Report on the degree and form of participation of the two subject groups in **fisheries management**.

3 - Report on the degree and form of participation of the fishers and anglers in **fisheries science**.

These objectives lie at the core of the methodology that we have developed in order to maximise participation in this project, and ensure rigorous, high quality results.

3. Interviewing fishers and anglers

At the core of this project will be the efficient use of the stalwart technique of social science; the qualitative interview. To capture the experiences of commercial fishers and recreational anglers it is vital to recognise not only the diversity of their situations, but also that they will to varying degrees be a hard to reach population. As both groups are engaged in the same resource they will be widely geographically spread, temporally aligned to the tides and weather rather than the 'working week', have suffered a mixed history of regulation and may not be in the habit of contributing to research. The added complication is that recreational anglers are less likely to be resident on the coast, and their degree of engagement will range even more widely. Our working experience and contacts with many stakeholders in the fishing sector have confirmed these observations, and we propose a robust but adaptive approach to data collection.

Our response to these challenges is to field an experienced research team who are familiar with interviewing in these target communities, including commercial fishers and those participating in outdoor recreation, individuals participating in environmental management schemes and those co-creating science-based solutions

We

believe that this team brings together a combination of expertise and approaches that will be required to optimise the opportunities for gaining access to and eliciting information from fishers and anglers, in a rigorous way that will ensure quality data. While being interested in the activities of the interviewees, it will be important that the interviews are efficient for all concerned, so that fishers do not use valuable working time and that anglers are not

distracted from their hobby. In addition it will be important to ensure that the value of their contribution is acknowledged both by the interviewer but also more widely throughout the process. Our team has the combination of skills across this sector and in analogous projects, combined with the experience of being tenacious, resilient, flexible and rigorous to provide insightful analysis and a depth of quality required by this project.

4. References

- ARMSTRONG, M., BROWN, A., HARGREAVES, J., HYDER, K., PILGRIM-MORRISON, S., MUNDAY, M., PROCTOR, S., ROBERTS, A. & WILLIAMSON, K. 2013. Sea Angling 2012 - a survey of recreational sea angling activity and economic value in England. *Funded by Defra and MMO*.
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E02 – Methodology

The proposed methodology will comprise two main stages and incorporates all the specification as set out in the Invitation to Tender. The first stage of the project will be a rapid assessment of the existing evidence base, considering particularly how this can be used to frame stage two. Of particular importance will be creating an evidential framework based on policy, industry and social data as to where to focus the case study effort. Previous experience of the project team with conducting fisher surveys suggests that mode of deployment will be an important consideration. While online surveys are both time and cost effective, there are often high non-response rates with fishers. We propose therefore to deploy a combination of 'rapid' face-to-face semi-structured interviews with fishers, on location and making use of intermediaries where possible. For anglers we propose to use networks around clubs, shops and boats to gather data from which a sub-sample will be interviewed to ensure a representation of the diversity of those who engage in angling with

consideration for ethnicity, gender, disability and geographical location. In addition, an online survey of anglers will be undertaken. The options for locations for stage 2 will be set out in Deliverable 1, along with the framework for the online survey, including the incentives to be used, the rapid semi-structured interview tool and the analytical framework to be deployed in creating the analysis.

Stage 1: Scoping Phase (February-March 2019)

Stage 1 of the project will address **Objective 1** and act as an important preparatory stage for meeting the later objectives. The scoping phase will comprise of three main sub-tasks:

Task 1.1 Identification of relevant evidence to be reviewed – academic & policy

This task will involve identification of relevant academic and grey literature to be reviewed covering both commercial fishing and recreational angling, with a focus around the degree, nature and potential for participation by fishers and anglers in fisheries science and management. The review will build on previous research examining participation in UK fisheries science and management (for example, the GAP projects; and the Celtic Seas Partnership), together with the body of multi-level fisheries governance and co-management literatures. The scope of the review will be agreed with the Defra steering group at the inaugural meeting of the project, but it is likely to include academic, grey literature and policy documents that address participation and partnership working in fisheries science and management, and specifically relating to:

- Recreational angling by individuals along with providers and consumers of deep sea fishing angling trips, and their representatives;
- Commercial fishers from both the under 10 metre and deep sea sectors;
- Extent to which England-based fishers and anglers and their representatives have experienced such participation at local, national and international scales through a range of initiatives;
- Current avenues commercial fishers and recreational anglers in England have for participating in fisheries science and management;
- Relevant thematic evidence recently gathered and analysed as part of the on-going CCRI fishing survey feasibility study for Defra (Urquhart et al., 2018), for example relating to fisheries policy and governance, as well socio-cultural and economic issues pertinent to fisheries science and management;
- Frameworks for understanding participatory co-management and governance.

The research team's combined portfolios of research in this area over the last ten years, and their extensive knowledge of the literature in this field will help with this task. For example, relevant literature reviews were carried out as part of the team's social impacts of inshore fishing study for Defra (Reed et al., 2011), the Horizon 2020 SUFISA project (Kirwan et al., 2018) and Interreg projects CHARM III and GIFS (Acott and Urquhart, 2012; Urquhart et al., 2014), and more recently the on-going CCRI Defra project assessing the feasibility for developing a new fisher survey (Urquhart et al., 2018), led by Urquhart.

Task 1.2 Analysis of the evidence and identification of key evidence gaps

A protocol for the rapid evidence review will be developed at a very early stage in order to identify a comprehensive selection of evidence. This will set out the boundaries and criteria for the search terms, dates and search engines to be used (e.g. Elsevier Scopus, Google) and websites of Government departments and agencies, the EU (e.g. EU Data Collective

Framework, DG MARE), and relevant research institutes. A combination of keywords will be used to identify studies that match the search criteria. Based on this protocol, the team will gather the evidence and store it in a central database that will be accessible to all project team members. In a second step, the abstracts and summaries of identified papers and reports will be screened to exclude those that are not relevant for the purposes of the review (e.g. those studies that do not relate to fishers and angler participation in science and management). Selected papers and reports will be subjected to a rapid text analysis and headline points tabulated. Again the focus will remain on issues pertinent to informing stage 2.

The next task will involve the development of a framework of broad themes from the literature to guide the design and development of the methods in Stage 2.

Task 1.3 Identification of key case study sites and sampling frame

Drawing on the outcomes of Stage 1 and through existing knowledge of the geographical diversity of the fishing and angling sectors in England, the project team will identify a range of case study sites covering different localities in England. At this stage we propose to select 5 case study sites across 4 regions of England to coincide with IFCA boundaries, together with a spread across the Producer Organisations. The case studies will reflect both the concentration of activity and accessibility to and knowledge of the research team. However, the proposal will draw on the evidence review, and the decision will be taken in consultation with the project steering group prior to the commencement of stage 2.

The proposed sampling approach will recognise the heterogeneity of commercial fishers and recreational sea anglers across the UK and across the selected case study sites and an appropriate and robust sample frame will enable the recruitment of individuals from different fishing/angling sectors; members and non-members of relevant organisations and POs; and those from different socio-cultural backgrounds. The sample frame will be informed by these and any other differentiators deemed relevant in the scoping report.

In developing the sampling frame the focus will remain squarely on how it can be utilised to develop an understanding of how *individual* fishers and anglers participate in fisheries science and management. Thus in its development particular emphasis will be placed not only on the access to appropriate individuals through relevant stakeholder organisations (e.g. POs, fishermen's organisations, angling associations, Advisory Councils and IFCA's), but on enabling the *opportunity* for individual voices of fishers and anglers to be heard. This will be achieved by including interviews with key informants from the fishing and angling sectors (such as NFFO, NUTFA, Shellfish Association, sea angling associations, IFCA's, Coastal Fish PO) and will critically seek their strategic view on the extent, limits, benefits and future possibilities for participatory governance structures at a local, national and international level. For example, we will seek to better understand their input at a strategic level nationally into policy formation and implementation, and their involvement in international negotiations and future evolution of advisory structures post-Brexit. Such an approach is also likely to gain better industry support for the work and will improve understanding of the strategies through which these organisations can represent the industry whilst also sharing more responsibility (and costs) for fisheries management.

Task 1.4: Preparation of a scoping report

The output from Stage 1 will be a scoping report (maximum 5 pages) setting out the principal evidence gaps to inform framing of the research and final research design. It will also very briefly set out a finalised sampling, methodological and analytical approach –

including a proposal for case study site selection, for sign off by the steering group prior to commencement of the fieldwork.

Stage 2: Fieldwork and reporting (March – August 2019)

As the project proceeds to Stage 2, it will address **Objectives 2 and 3**, aims A – J. This stage will involve 5 tasks.

Task 2.1 – Exploratory telephone interviews with key informants (March)

Exploratory interviews with key informants will provide a bridge between the two main stages of work – serving both to pilot and refine the interview schedule designed for fishers and anglers, and providing a means of tapping into the substantial knowledge of sector stakeholders who themselves will have many connections to help facilitate and, where possible or appropriate, act as gatekeepers to the subsequent fieldwork. Up to 12 in-depth exploratory telephone interviews will be undertaken with individuals from POS, IFCAs and angling associations, with headline findings reported to the steering group before the case study field research begins in earnest. Each interview will be audio recorded (subject to gaining participants' permission) and detailed summaries of each interview will be prepared for use in the analysis in Task 2.4.

Task 2.2 – Case study location interviews (April – June)

Our strategy for overcoming the hard to reach problems associated with fishers is to focus on 5 specific case study site locations and be present for sufficient time to conduct rapid, semi-structured interviews with fishers and anglers. Interview schedules will be designed to allow a mixture of opportunistic structured conversations, together with more formal semi-structured interviews following a menu of incisive questions. A core set of questions will fall across each, as well as across the online and telephone interview schedules (see below and T2.3). Those individuals offering recreational deep sea fishing trips will be specifically targeted for interviews and to act as gatekeepers to further angling interviewees. Each case study will be undertaken by one experienced researcher who will take responsibility for the data collection, and will thus build in the flexibility to ensure sufficient capture of the target individuals. In addition, office based research support will be available to all five field researchers, helping to maximise opportunities and potential use of local information and media.

The interviewers will be available at the respective harbour and angling locations (such as coves and beaches) at suitable times, as well as using intermediaries such as the Fishermen's Mission to make introductions and if possible, gather contact details to take up at a later time. Where relevant, local fishing clubs, fishing tackle shops and charter skippers will be contacted, as well as opportunistic approaches to anglers, to disseminate details of the online survey and/or to leave printed versions.

This strategy is informed by success of the 2010 Defra project (Reed and Courtney, 2011) in which over 100 individuals were interviewed through the concentrated focus of a supportive interviewing team, albeit over a longer time period. In this case a minimum of 45 semi-structured field interviews will be targeted across the five locations, at least a third of which will be sought from the recreational angling sector.

In instances where face-to-face interviews are not possible during the case study data collection period, telephone interviews will also be undertaken by the desk-based researchers who will be providing research support to the field research team. The telephone interviews will reflect the same content as the face-to-face interviews. The

precise number of telephone interviews will depend on the opportunities presented and capitalised on during the case study field research. However, we anticipate no more than 20 telephone interviews will be undertaken.

All face-to-face and telephone interviews will be audio recorded and six key interviews from each case study will be fully transcribed for thematic analysis in Task 2.4. Detailed summaries of the remaining interviews will be made and also used in the thematic analysis. This pragmatic approach to transcription and data analysis will enable us to undertake a robust analysis while also being cost-effective.

Task 2.3 – Online angling survey (April – June)

A short online survey of sea anglers will be launched and promoted in parallel with the case study field research, and will seek to gather parsimonious quantitative data around the core aspects of the semi-structured interviews. Together with some Likert-style questions, this will provide a source of triangulation with the data gathered in the field, reflecting the relative lack of existing evidence regarding anglers compared to commercial fishers. The survey will be conducted at the national scale, although particular efforts will be made to target anglers in the case study locations.

The research team will target between 75 and 100 online responses from sea anglers through the application of Online Surveys (formerly BOS), a tool designed specifically for academic research, education and public sector organisations with which the CCRI has substantial experience and a solid track record. The survey will be publicised by all five field researchers in their respective locations, as well as through local, regional and national angling associations and a range of related social media.

Analysis of the survey data will be mainly descriptive statistics, but further bivariate or multivariate analyses will be considered depending on the nature of the data.

Task 2.4 – Data analysis and creation of data matrix (June – July)

Analysis of the interview transcripts and interview summaries will be undertaken using NVivo, a qualitative analysis software tool, and approached thematically to ensure that the following issues, and inter-relationships between the issues, are explored and their significance assessed through the capture of key words and supporting statements used by fishers and anglers alike. Following the structure of the anticipated interview schedule (refined through the scoping phase of the project), nodes and related keywords/phrases will be assembled around themes including (but by no means limited to):

- Degree and nature of participation that commercial fishers and recreational anglers report having had in English fisheries management and science
- Perceptions around whether opinions, views and beliefs have been heard
- Whether ideas for management/science have been heard
- Experiential knowledge in relation to fisheries operations, economics and socio-cultural factors
- Strengths and weakness of current participation and partnership working in fisheries science and management
- Experiences of participatory management and research
- Areas for potential added value in contributions to fisheries management science
- Changes that fishers and anglers would like with respect to their participation in management, science and partnership working

Of particular note will be areas where the views, perceptions and experiences of fishers conform to that of anglers, and where there is a noticeable dissonance. The analysis will be utilised to help explore the potential implications of this for engagement of the two groups in fisheries management and science, for example through promotional material, policy guidance and guidelines for scientists themselves.

In accordance, qualitative findings will be presented thematically, making use of illustrative quotes where appropriate and highlighting issues of language, dissonance and conformity in relation to the current, preferred and potential engagement of individuals in fisheries science and management. If appropriate, a qualitative typology of fishers' and anglers' engagement in science and management will be constructed, defining different characteristics and attitudes that are likely to enable or hinder participation. This will be augmented and deepened by the production of a data matrix, which is an innovative way of presenting the qualitative data, and combining it with the scales and indices produced through the online survey, as well as those derived through the NVivo coding and frequencies. It will also provide a way of viewing how anglers view an issue alongside how fishers view it, and thus enable recommendations for policy to be drawn out more effectively. Colours or symbols will be used to indicate strength of feeling around specific issues, thus in essence it will present a map of the qualitative the data in one diagrammatic representation.

Task 2.5 – Project reporting and dissemination (August)

The final output of the project will be a project report (approx. 30 pages) that sets out the keys findings from the project and recommendations for policy in terms of the potential for improved co-management of fisheries and fisher/angler participation in science. In addition, the project team will post regular blog updates on the development of the project on the CCRI's website. As well as a report to the client, the project team will published a summary of their findings in an easy to use format on the CCRI's website.

Summary of Project Deliverables

Deliverable 1 – Scoping and research design report: 15th March 2019

Deliverable 2 – Headline findings from key informant interviews: 19th April 2019

Deliverable 3 – Presentation of interim findings: 17th May 2019

Deliverable 4 - Draft final report: w/c 15th July 2019

Deliverable 5 - Final Report w/c 12th August 2019

References

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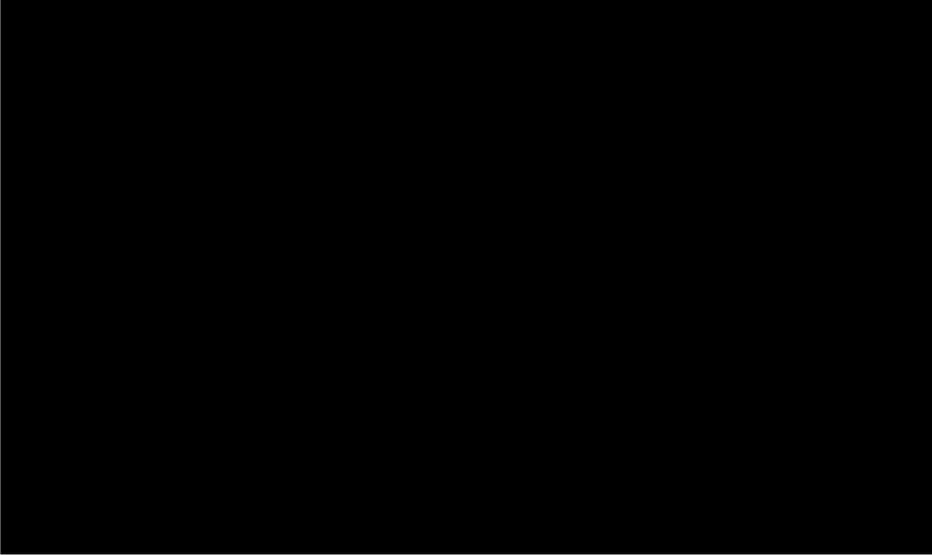
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E03 - Project planning, management, and delivery

1. Project management

The Countryside and Community Research Institute at the University of Gloucestershire operates a Project Management System, which is based heavily on the PRINCE2 system and is mapped to the University's wider checks and controls. This project will be treated as a unique project and planned and delivered accordingly. The system ensures a governance framework for the timely delivery of contracted outputs, within budget and to the required specification, and follows the normal lifecycle of Planning, Delivery, Handover and Closure stages.

The project lead will be the principle point of contact with the Defra project manager and the project steering group (established by Defra) and be accountable for the execution and timely handover of deliverables. Effective communication with the customer is a highly valued activity, critical to the successful production of the specified deliverables. A communications plan will be developed suitable to the value and schedule of the individual project. This will include the establishment of a programme of meetings (in person or online) and recording of those. This communication will allow the customer to remain informed of progress and provide feedback and guidance to the supplier.



2. Quality assurance

As a University research institute, delivering high quality research and consultancy products is at the heart of what we do, being critical to our ability to recruit and retain outstanding staff, work with suitable partners, and achieve our excellent results in the UK Research Excellence Framework.

Quality is a component of our overall Project Management System, which along with our supplier contracting process, is the means by which quality and quality assurance is embedded within the projects we deliver.

Quality is assured by a number of means:

- Excellent Staff
- Staff Development (formal)
- Organisational Learning
- Sub-contractor management
- Quality Processes
- Quality checks and controls on data collection, inputting and analysis

Through our normal working practices, including methodological discussion with colleagues, submission of work to the Research Ethics Committee, and reflection on previous experience by senior staff, we seek to ensure a high-quality research process is created in each project, which will support delivery of the specified outputs at the quality standard required.

Quality Controls are used both during the process of delivering the work as well as of the final outputs and deliverables. Quality Controls are specific checks made of a project output against a set of specified criteria to ensure that output meets the project's Key Performance Indicators for deliverables.

Quality Controls are applied to:

- Contracts
- Research design
- Interim Reports
- Final Reports

He will read the interim and final reports to ensure the specified objectives have been met. There is no charge for this quality control element, which would equate to about 3 days' worth of activity.

In our experience it is better to remain flexible on such issues, with the possibility for more regular communication with key staff, notably where information flows between organisations is required.

3. Monitoring and controls

The detailed programme of work will enable checks to be readily made between work required and work carried out, with a work breakdown structure acting as a checklist, so enabling effective monitoring. In some instances our experience is that checklist-based documentation is effective, whilst in others, often where the work is more complex, web-based task management tools provide an effective solution to tracking progress, whilst also aiding team level communication.

Our staff complete timesheets for project work, and this enables accurate monitoring and costing of time inputs, whilst regular reports from the University's finance system ensure effective and timely monitoring of non-pay costs. These systems for monitoring time and other costs are brought together in a system of spreadsheets that exist for each project and which provide an overview of the status of the project.

4. Capacity

Our ability to deliver projects on time and on budget is managed through the Project Management System, alongside our time allocation and finance systems. At a project level, capacity is managed by the designated project manager, who, through preparing and using project management documents including the work breakdown and Project Timeline/Gantt chart will determine what capacity will be required at what point in the project delivery cycle.

5. Proposed project timetable

Month	Stage 1		Stage 2					
	January	February	March	April	May	June	July	August
Task 1.1	Evidence Identification							
Task 1.2		Evidence Review						
Task 1.3		Case Study Selection						
Task 1.4		Scoping Report						
Task 2.1		Informant Interviews						
Task 2.2			Case Study Fieldwork					
Task 2.3				Online Survey				
Task 2.4						Analysis		
Task 2.5							Project Reporting	
Deliverables			D1	D2	D3		D4	D5
Milestones		M.1 / M.2	M.3			M.4		

Deliverables (D)

D1. Scoping and research design report: 15th March 2019
D2. Headline findings from key informant interviews: 19th April 2019
D3. Presentation of interim findings: 17th May 2019
D4. Draft final report: w/c 15th July 2019
D5. Final Report w/c 12th August 2019

Milestones (M)

M.1 Creation of a database of key evidence
M.2 Case studies selected
M.3 Telephone interviews with key informants
M.4 Case study fieldwork and analysis completed

The

project manager and the Director are assisted by our project support office, which manages systems and provides a repository for all project related materials. This combination of systems, roles and dedicated support ensure that staff availability can be effectively managed to ensure that tasks can be performed, and projects delivered on time.

6. Project-specific Risk Matrix

The risk register below identifies all risks that reasonably can be anticipated at this point in the process. These risks will be monitored during the course of the project for ongoing likelihood, impact and applicability of mitigating measures. Of particular relevance to our capacity to deliver are those risks relating to availability/loss of staff. Mitigation may take the form of rescheduling, allocation of additional staff or reallocation of time for committed staff.

Risk Description	Like-lihood	Impact(s)	Mitigation	Mitigation Owner
Staff absence / availability	MEDIUM	HIGH The project relies on the right balance of staff skills and practical experience.	Access to a large number of staff with skills and experience to plan and reallocate time to cover most eventualities. Time identification and management through our time systems. In the event of the loss of a member of staff with a core skill set required for the work, we reserve the right to broaden or extend our supply chain to enable us to retain access to that individual with the agreement of their new employer.	UoG
Lack of key informant engagement	LOW	HIGH - Low engagement from key informants would be detrimental to the project design and findings	Existing networks and relationships with many key stakeholders, communications planning and management to raise awareness and interest in the outcomes of the project.	
Access to angling survey respondents	LOW	HIGH Sampling and coverage error	Identification of the required population and samples, access to appropriate datasets (e.g. angling clubs, associations) will be ascertained at an early stage, multiple routes for respondent's access will be explored (e.g. via gatekeeper organisations, social media etc.)	
Lack of interviewee participation in case studies	MEDIUM	HIGH Low number or variety of responses detrimental to analysis and validity of results	Engagement with gatekeepers in case study locations and the use of a dedicated staff to communicate with respondents, a flexible approach to methods and mode of delivery.	

Poorly designed data collection methods	LOW	HIGH Quality of outputs	Extensive experience in the design and collection of interview and survey data.	
ICT / Estate failure	LOW	LOW Delivery of work	Business Continuity planning (University level)	UoG
Data Quality	LOW	HIGH Delay to delivery of dependent tasks	Customer QA of data provided, rescheduling of dependent tasks if development work required.	UoG
Travel	LOW	LOW Environmental impacts, cost.	Use of public transport where applicable, value for money procurement.	UoG
Health & Safety	LOW	LOW Delivery of work, legal	Risk Assessment and mitigation as per H&S policy	UoG
Conflict of Interest	LOW	LOW Integrity / profile, legal	Compliance with HR and Financial policies e.g. procurement, gifts, relationships, data protection	UoG

E04 – Expertise and experience

1. Introduction

The Countryside and Community Research Institute (CCRI) are delighted to respond to Defra's invitation to develop a proposal that will assess participation of the commercial fishing and recreational angling sectors in UK science and management. In response to this opportunity, the team offers extensive and established expertise in conducting social research, including designing and conducting surveys and qualitative research in relation to the marine and fisheries sector, as well as more broadly across agriculture and rural development

With staff who are recognised experts in the marine and fisheries field, we offer intellectual merit, expertise and sector credibility that means we are well-placed to deliver this project. In addition, the assembled team brings significant **added value** to this commission, including:

- **A sound understanding** of the issues pertaining to fisheries management and science, at both UK and EU level, including the challenge of participatory co-management and incorporating local ecological knowledge into scientific studies.
- **A strong collective expertise** in the socio-economic and cultural impacts of fisheries with an applied, policy-facing focus.

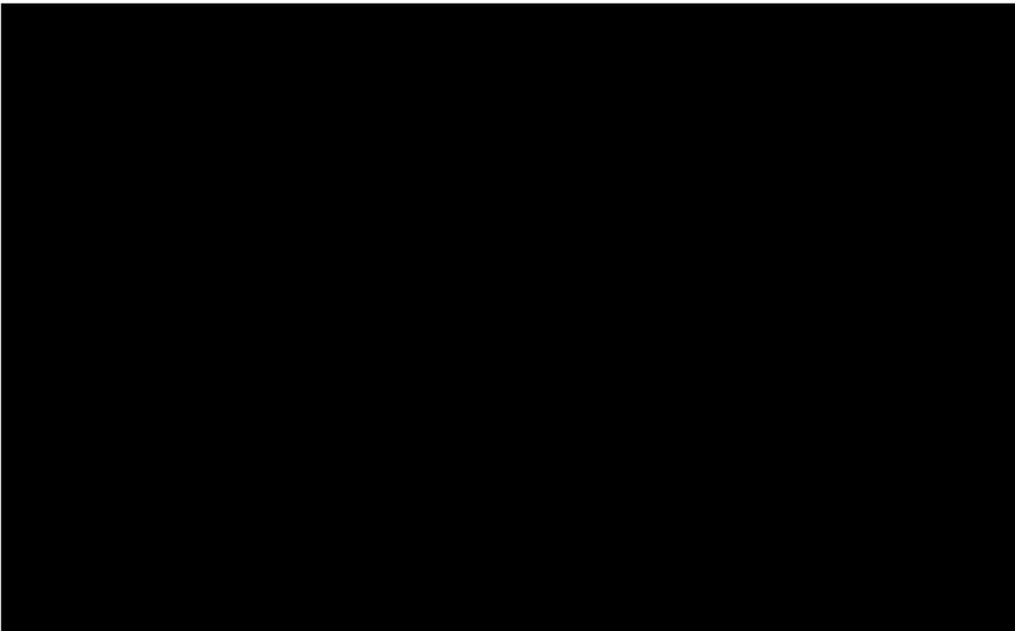
- **Extensive knowledge and experience** in undertaking social research with fishers and other primary producers, in the UK and abroad.
- **A solid track record** of delivering high quality commissioned research to time and within budget to a diverse range of funders, including the UK government and its agencies, the European Commission, Research Councils, UK charities and local government.
- **Substantive, long-standing experience** in social science issues relating to natural resource management, including the marine environment and fisheries.

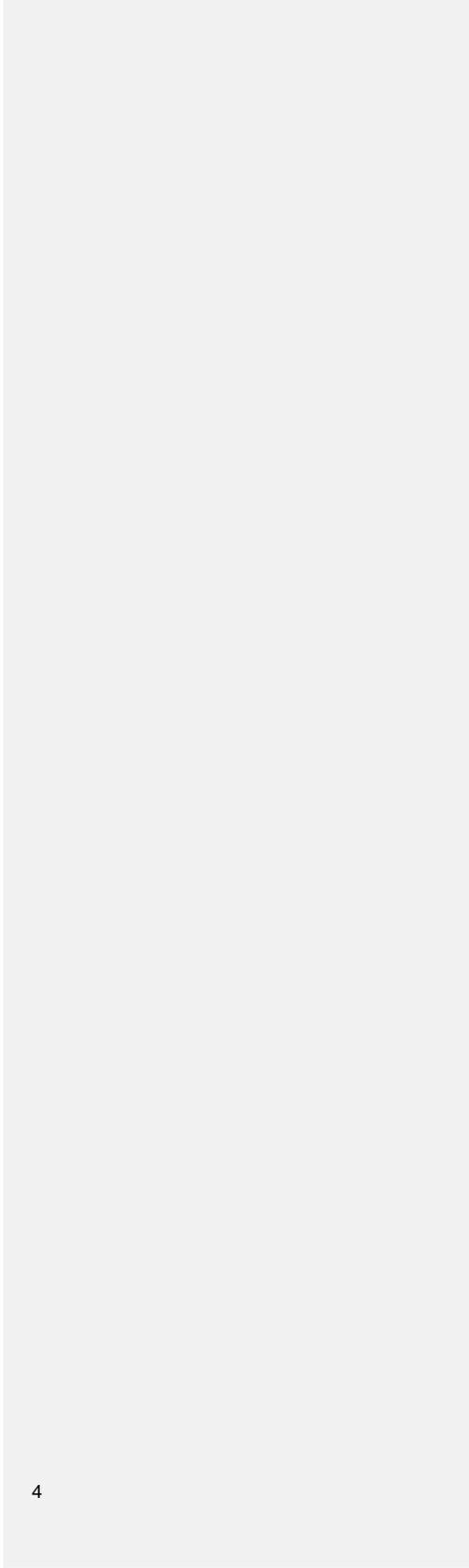
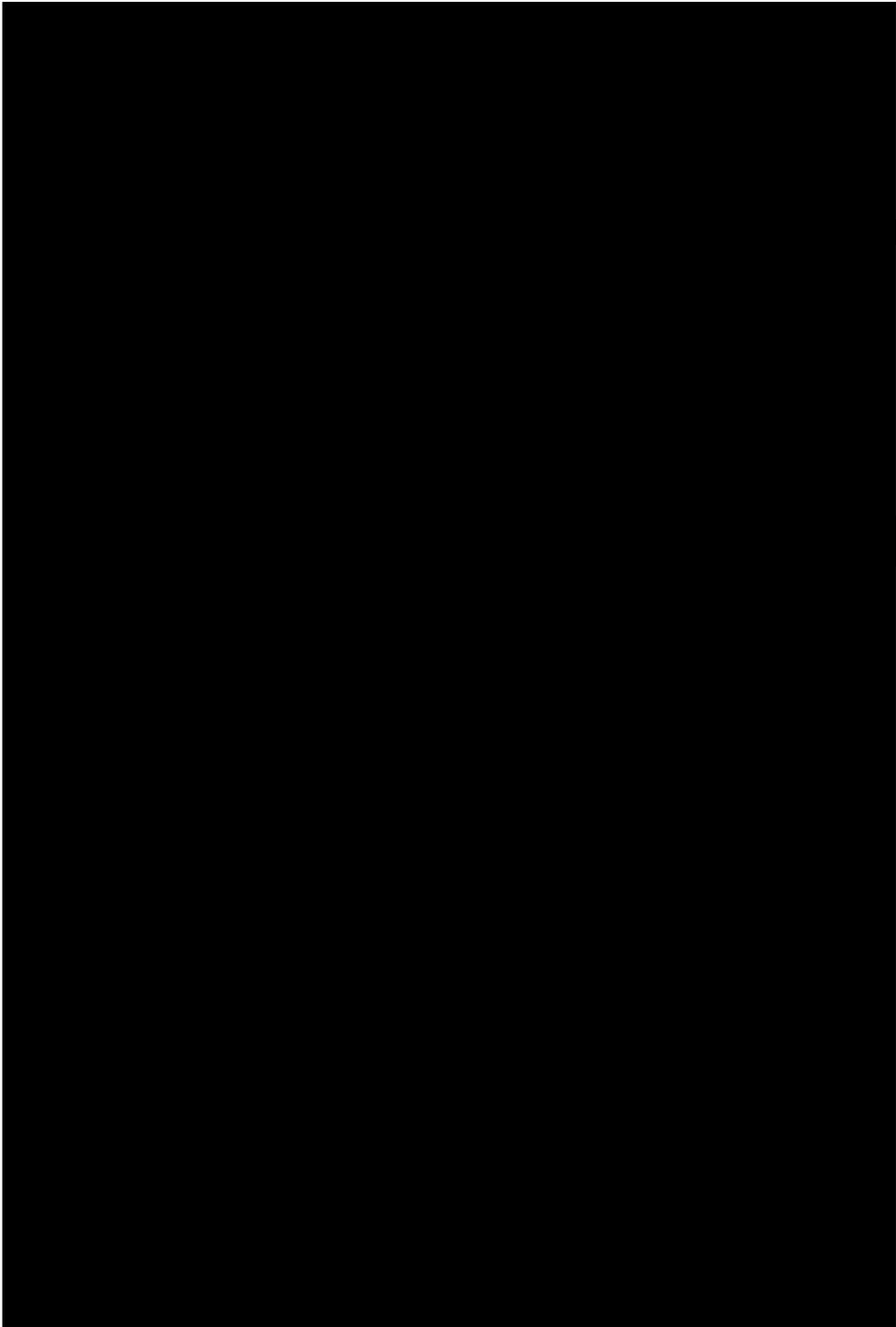
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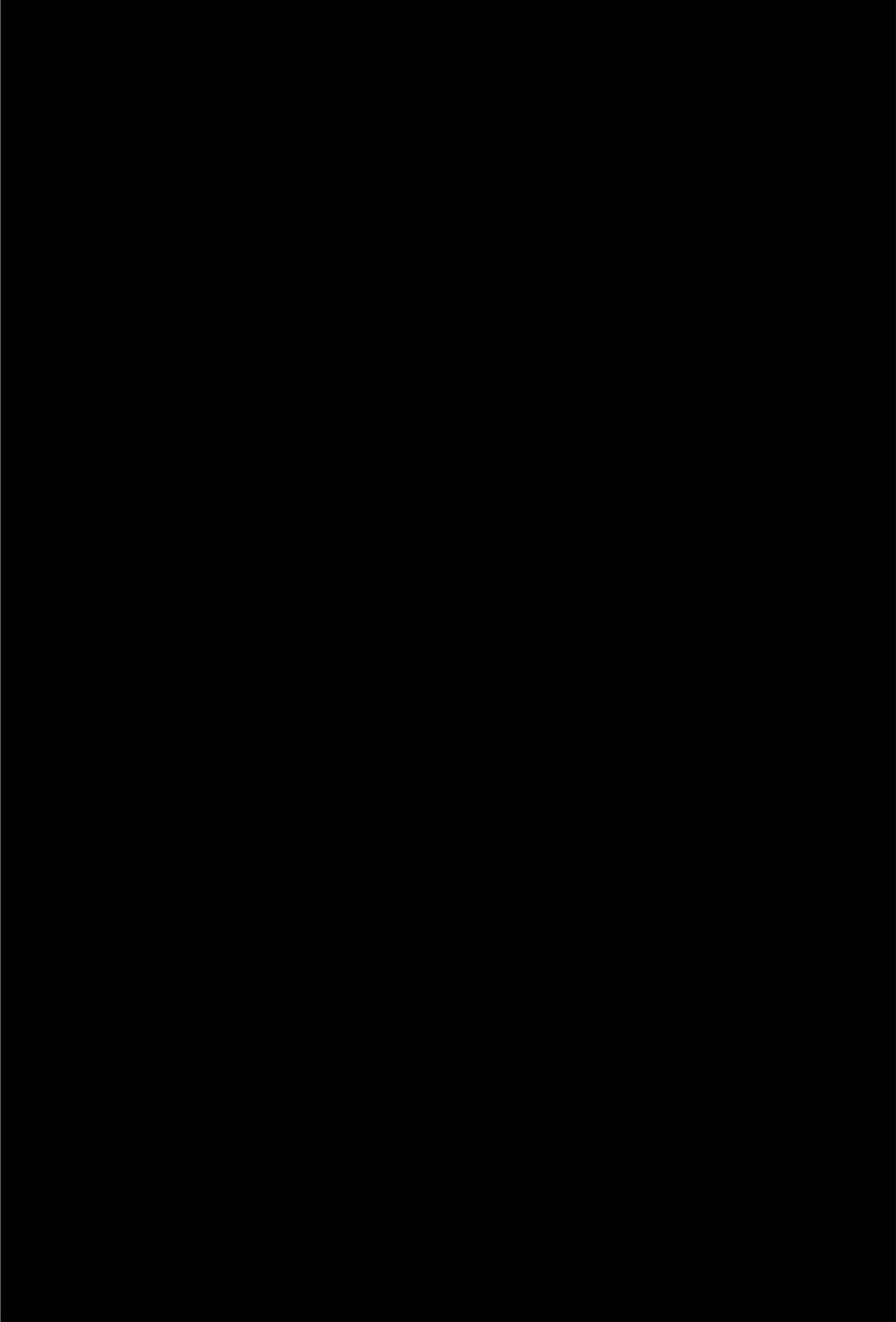
We are the largest specialist rural research centre in the UK, working at the interface of agriculture, society and the environment on issues relevant to rural and urban development. Our principal research interests are to work with those engaged in primary producer sectors, such as agriculture and fisheries, as well as rural communities. The researchers included in this bid have excellent expertise in the social dimensions of fisheries, and the impact policy and regulation has on the sustainability of the fishing sector.

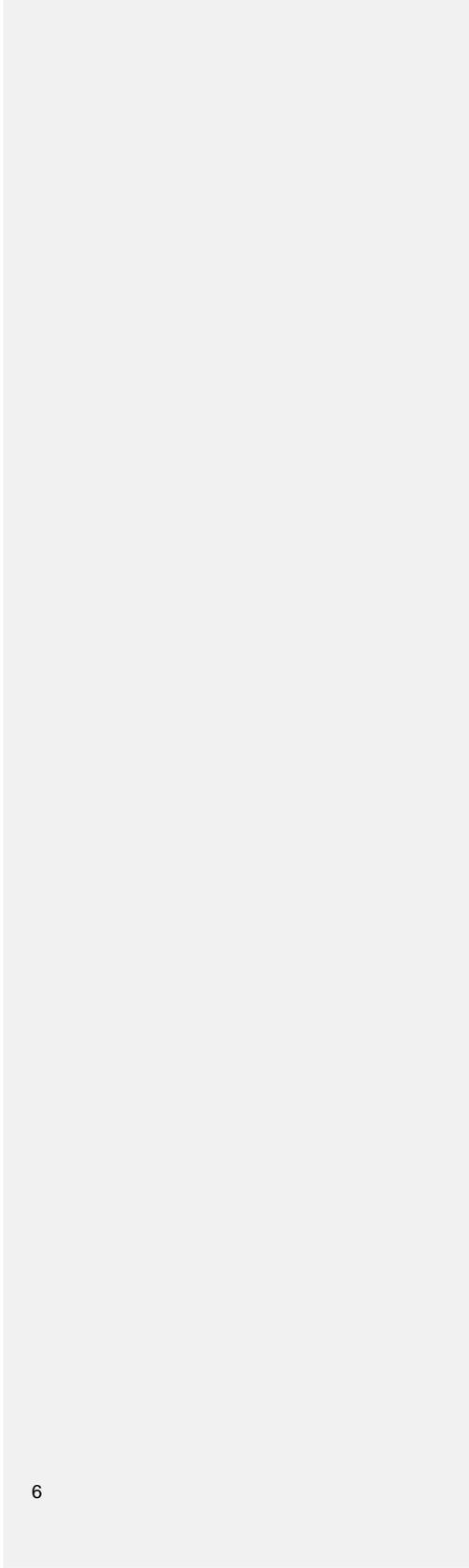
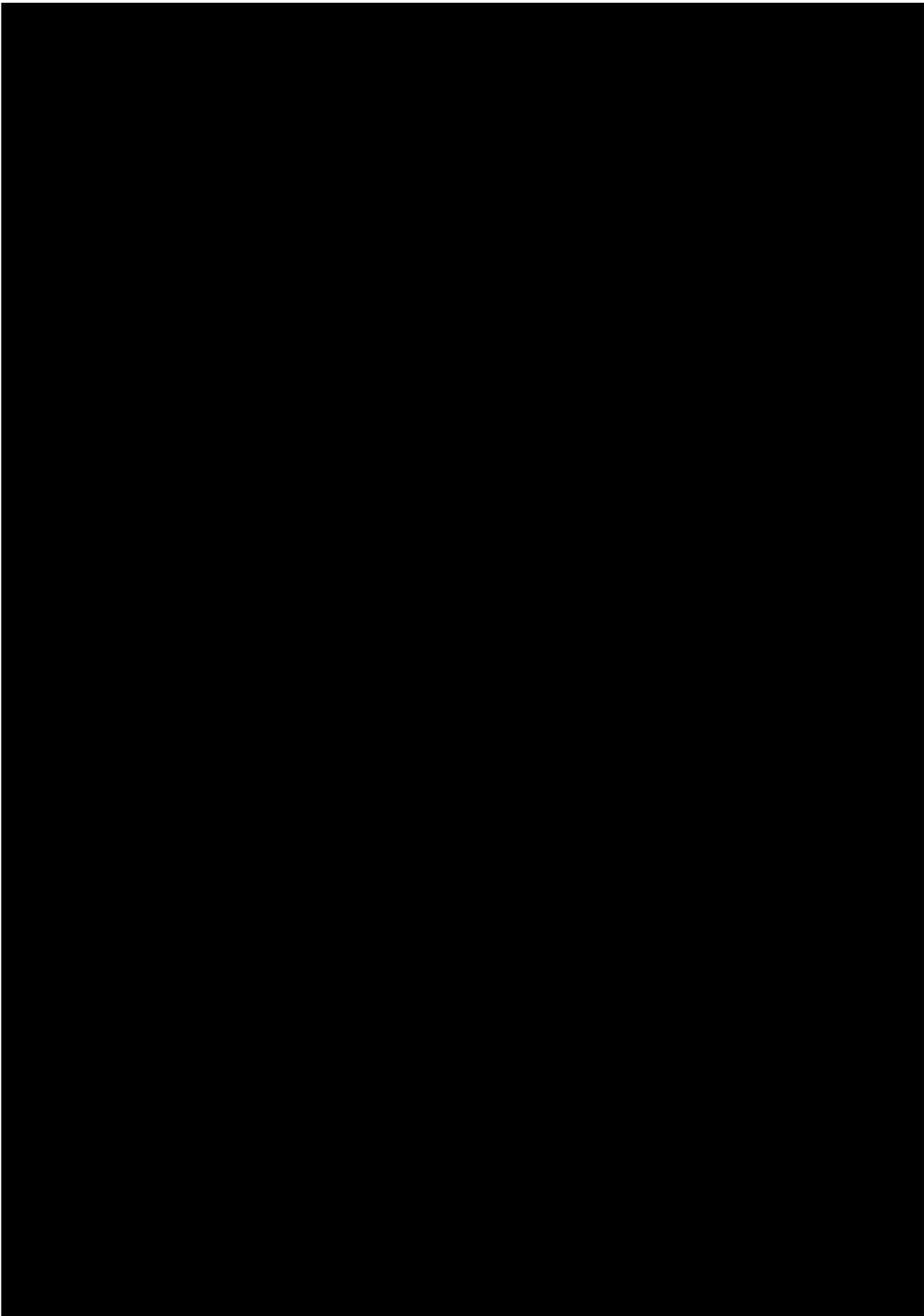
2. Capacity to deliver

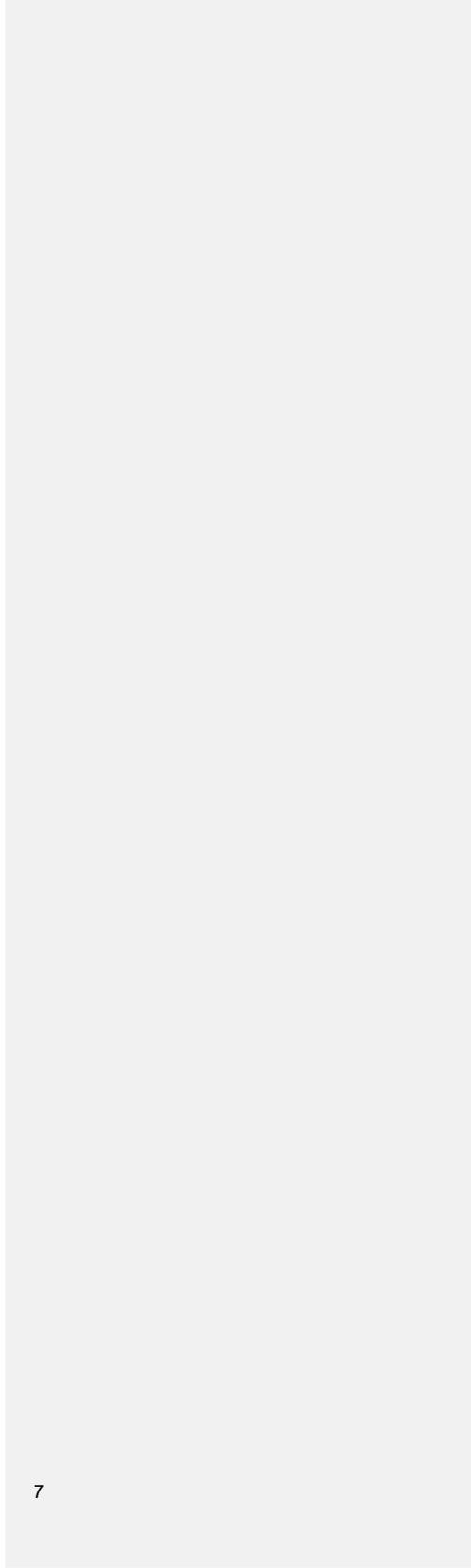
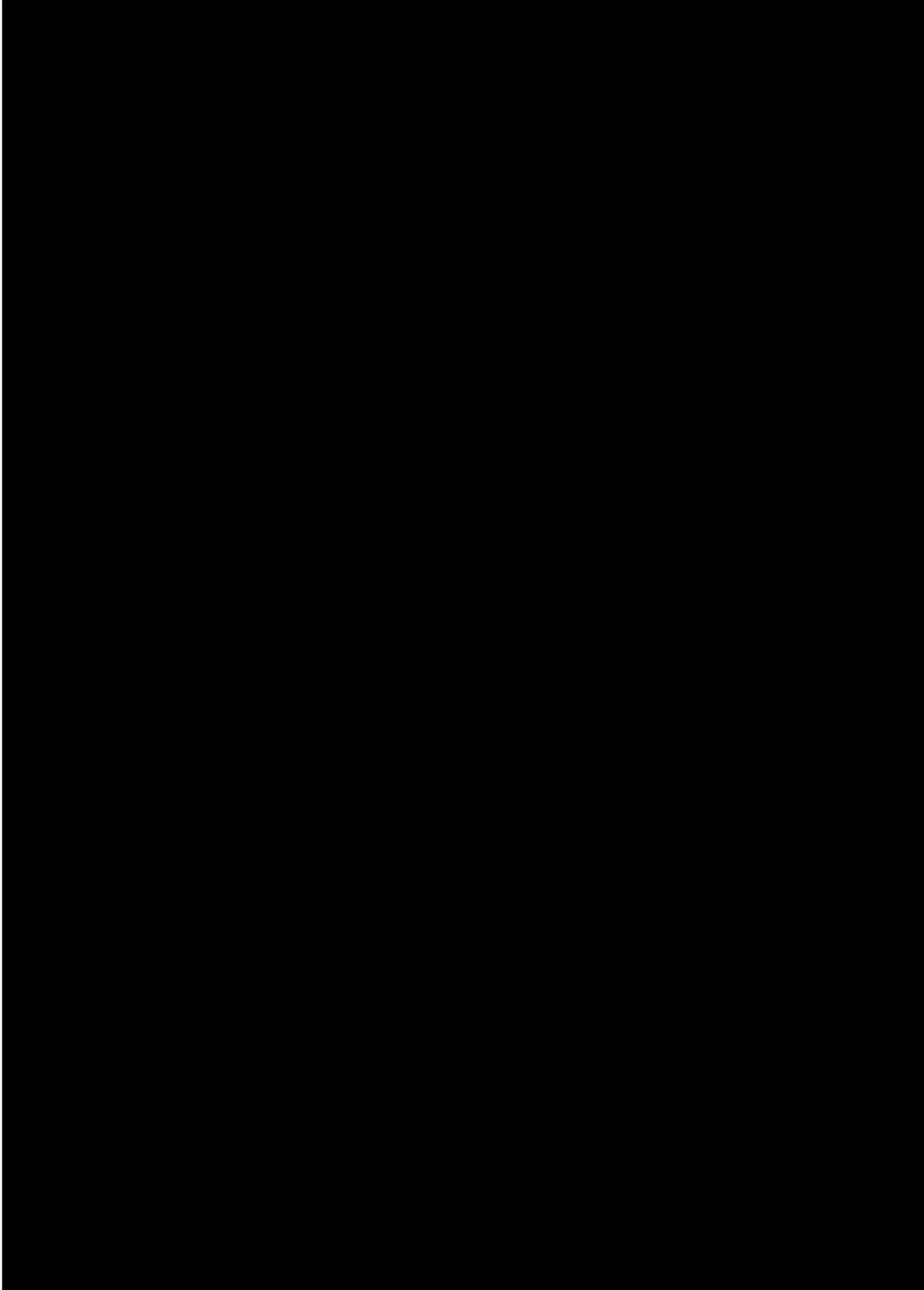
Below are examples of previous work carried out by members of the project team that are particularly relevant to the proposed project:











Staff time is allocated to both research assistants and more senior staff in order to enable the project to be delivered cost-effectively. Research assistants will undertake much of the review work, with intellectual input from more senior staff.

Prices

1. The Authority will pay the Supplier no more than the fixed sum of

2. Invoices will be submitted upon satisfactory completion of the milestones stated in the Supplier's Commercial Workbook.
3. The Supplier shall provide the Authority an invoice of the eligible costs properly incurred by the Contractor in carrying out the project.
4. Subject to any variation of the project, the amount in Paragraph 1 shall remain throughout the duration of the agreement.
5. Within 30 days of receiving an invoice satisfactory to the Authority, the Authority shall pay to the Supplier, the amount of the eligible costs which the Authority reasonably considers to have been properly incurred by the Supplier in carrying out the project during the relevant period.

