

Conditions of Contract Short Form Enhanced

Procurement Title: Contract for provision of services to conduct community surveys and outreach events on Abandoned, Lost or otherwise Discarded Fishing Gear (ALDFG) in Sri Lanka

Procurement Reference Number: CEFAS22-166

December 2022

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Evolved Research and Consulting Ltd
10 Bridge Street
Christchurch
B23 1EF

Attn: [REDACTED]

By email to: [REDACTED]

Date: 23 January 2023
Your ref: NA
Our ref: **CEFAS22-166**

Dear [REDACTED],

Supply of services to conduct community surveys and outreach events on Abandoned, Lost or otherwise Discarded Fishing Gear (ALDFG) in Sri Lanka

Following your tender/ proposal for the supply of services to conduct community surveys and outreach events on Abandoned, Lost or otherwise Discarded Fishing Gear (ALDFG) in Sri Lanka to **The Secretary of State for Environment, Food and Rural Affairs** acting as part of the Crown through the **Centre for Environment, Fisheries and Aquaculture Science**, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the **Annexes** set out the terms of the contract between **Centre for Environment, Fisheries and Aquaculture Science** and Evolved Research and Consulting Ltd for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form via the eSourcing system within 7 days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.

Yours faithfully,

[REDACTED]



[REDACTED]
Procurement Advisor
Pakefield Road,
Lowestoft,

Suffolk,



Order Form

1. Contract Reference	CEFAS22-166 Contract for provision of services to conduct community surveys and outreach events on Abandoned, Lost or otherwise Discarded Fishing Gear (ALDFG) in Sri Lanka	
2. Date	23 January 2023	
3. Authority	Cefas Pakefield Road Lowestoft Suffolk NR33 0HT	
4. Supplier	Evolved Research and Consulting Ltd 10 Bridge Street Christchurch B23 1EF Company number: 11988707	
4a. Supplier Account Details	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 400px; height: 25px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 280px; height: 25px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div>	
5. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> 1. Order Form, Annex 2 (Specification) and Annex 3 (Charges) with equal priority. 2. Conditions and Annex 1 (Authorised Processing Template) with equal priority. 3. Annexes 4 (Tender Submission) and 5 (Sustainability). <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p>	
6. Deliverables	Goods	[None]
	Services	To be performed at the Supplier's premises at: <i>Heatherlands, Jordan's Lane, Sway, Lymington, SO41 6AR</i> and at multiple locations in Sri Lanka as required to conduct the

		requirements.
7. Specification	The specification of the Deliverables is as set out in Annex 2.	
8. Term	<p>The Term shall commence on 1 February 2023 (the Start Date)</p> <p>and the Expiry Date shall be 31 March 2024, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Authority may extend the Contract for a period of up to 6 months' by giving not less than 1 months' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>	
9. Charges	The Charges for the Deliverables shall be as set out in Annex 3.	
10. Payment	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p>Finance@cefas.co.uk</p> <p>Alternatively, you may post to:</p> <p>Cefas Pakefield Road Lowestoft Suffolk NR33 0HT</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).</p>	
11. Authority Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p></p> <p>or, in their absence,</p> <p></p>	

12. Address for notices	Authority: Cefas Pakefield Road Lowestoft Suffolk NR33 0HT Attention: Procurement Advisor Email: [REDACTED]	Supplier: Evolved Research and Consulting Ltd Heatherlands, Jordan's Lane Sway Lymington SO41 6AR Attention: Director [REDACTED]
13. Key Personnel	Authority: Cefas Pakefield Road Lowestoft Suffolk NR33 0HT Attention: [REDACTED] Email: [REDACTED]	Supplier: Evolved Research and Consulting Ltd Heatherlands, Jordan's Lane Sway Lymington SO41 6AR [REDACTED] Email: [REDACTED]
14. Procedures and Policies	For the purposes of the Contract the applied Policies and procedures are available at: Policies, plans, reports and quality - Cefas (Centre for Environment, Fisheries and Aquaculture Science) For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.	
15. Limitation of Liability	See Clause 12.1	
16. Insurances	The Supplier shall hold the following insurance cover for the duration of the Contract in accordance with this Order Form. <ul style="list-style-type: none"> - Professional Indemnity insurance with cover of not less than £500,000; - Public Liability insurance with cover of not less than £500,000; - Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5million; OR insurances as required by law in the country of your organisation's registration.	
Signed for and on behalf of the Supplier		Signed for and on behalf of the Authority

Name: <div></div> <div></div>	Name: <div></div> <div></div>
Date:	Date: 23 January 2023
Signature: <div></div>	Signature: <div></div>

Annex 1 – Authorised Processing Template

Contract:	CEFAS22-166 Contract for provision of services to conduct community surveys and outreach events on Abandoned, Lost or otherwise Discarded Fishing Gear (ALDFG) in Sri Lanka
Date:	23 January 2023
Description Of Authorised Processing	Details
Subject matter of the processing	Data collection interviewee contact information including names, email addresses, phone numbers, addresses, occupation, place of work.
Duration of the processing	For the duration of the contract.
Nature and purposes of the processing	For the purpose of collecting data from interviewees and to avoid duplication of data, contact information will be collected from interviewees including names, email addresses, phone numbers, addresses, occupation, place of work.
Type of Personal Data	Names, email addresses, phone numbers, addresses, occupation, place of work.
Categories of Data Subject	Interviewees, Cefas staff members.

Annex 2 – Specification

1. Introduction

1.1. Cefas (The Centre for Environment, Fisheries and Aquaculture Science) is an executive agency of Defra. It is an applied science agency that primarily supports government decision making whilst extending its reach across public sector, the EU and wider markets where possible in regard to marine and closely related environments.

Our work takes us from freshwater to the open ocean and includes both wild and farmed fish. Our influence and leadership span a wide spectrum of issues, including:

- climate change impacts and adaptation
- marine planning and environmental licensing
- sustainable fisheries management
- marine biodiversity and habitats
- fish and shellfish health and hygiene
- emergency response.

For further background information on Cefas, please visit our website at <http://www.cefas.co.uk>

2. Ocean Country Partnership Programme (OCP) Background

The OCP was announced in 2021 as a key bilateral aid programme under the [£500m Blue Planet Fund](#).

The OCP is a UK Government-led programme delivered under the Blue Planet Fund. Through this programme, Cefas, in partnership with JNCC and MMO, provide technical assistance to support countries in tackling marine pollution, support sustainable seafood practices, and establish designated, well-managed and enforced MPAs.

3. Aims and Objectives

OCP objectives are to support countries to tackle marine pollution, support sustainable seafood practices and establish designated, well-managed and enforced Marine Protected Areas (MPAs).

From 2021-26, Cefas will lead delivery of the Marine Pollution and Sustainable Seafood themes of OCP, working in partnership with experts from the Joint Nature Conservancy Council (JNCC) and the Marine Management Organisation (MMO).

The OCP Marine Pollution strand will build on work in countries where Cefas and UK marine partnerships are already active, as well as forge new relationships in priority regions. The OCP began by building on the successes of the Commonwealth Litter Programme (CLiP), using established foundations to expand technical training and capacity building in Overseas Development Assistance (ODA) eligible countries and foster collaboration internationally to tackle marine pollution, with a specific focus on marine plastics, including Abandoned, Lost or otherwise Discarded Fishing Gear (ALDFG).

There is no single solution that will effectively resolve the issue of marine plastic pollution. The OCP will work with partner countries to identify tailored support to tackle marine pollution challenges, recognising the need for holistic cross-sectorial action, involving both upstream and downstream interventions. Through building capacity and expertise, partner countries will be well equipped to develop robust and effective policies that address core marine environmental issues and empowers the local communities and economies that depend on the ocean.

Under the OCPP, Cefas will use existing experience of collaboration at an international level, to develop innovative science techniques and analyses with OCPP partner countries that address marine pollution challenges.

This OCPP work builds on the successes of the Commonwealth Litter Programme (CLiP) through which the UK scientists started to engage with relevant stakeholders in Sri Lanka to assess the status of ALDFG in the country.

4. Approach

4.1 OCPP approach

Cefas will work alongside international partners in government and society to collaborate on work packages to tackle marine litter, including raising awareness to encourage best practices in litter disposal. This includes collecting data to evaluate the status of particular forms of pollution such as ALDFG, collecting data that could be beneficial to start conversations about solutions. This also includes an outreach programme on ALDFG to raise awareness of the possible impacts of ALDFG.

The method of data collection will be to conduct face to face interviews to enable the completion of a questionnaire on fisheries and ALDFG data. The method of outreach will be to conduct face to face presentations/workshops.

The project is designed to be inclusive, and the questionnaire and any presentations/workshops must be delivered in three languages (English, Sinhala and Tamil) according to the target communities. The successful Tenderer will also provide a report of activities, reach and engagement, and a copy of all data collected.

5. Scope of Requirements

5.1 Data Collection

5.1.1 Data Collection Requirement

5.1.1.1 Survey of fisherfolk

Cefas requires the successful Tenderer to organise a data collection campaign to collect data on ALDFG and end of life (EOL) fishing gear in Sri Lanka. Data shall be collected through a technical questionnaire prepared by Cefas scientists, that has been previously used in a pilot study in Sri Lanka. The questionnaire is aimed at fishery vessel owners, fishers, crewmembers, port operators and any other relevant stakeholder related to fisheries in Sri Lanka. Cefas will share the questionnaire with the successful Tenderer before discussing any possible final adjustments, based on the findings of the previous pilot study. Once the questionnaire is finalised, the successful Tenderer will identify a representative number of people to interview, aiming to cover as many different communities around Sri Lanka as possible. The survey should be conducted in both monsoon seasons to address possible seasonal effects. Before starting the interviews, a training session will be organised to train the operators to collect data as consistently as possible throughout the campaign.

The successful Tenderer will translate the questionnaire in Sinhala and Tamil and perform the interviews involving operators that are fluent in those two languages in order to maximise reach and ensure accuracy of the answers.

After the collection of the data, the successful Tenderer will produce a report doing a preliminary analysis of the data and will hand over all the data and metadata to Cefas.

Cefas also requires the successful Tenderer to carry out value chain analysis, to utilize data on the importation, manufacture and recycling of gear; to provide an overview of the supply and demand of fishing gear, thus providing an alternative source of data on gear cost, replacement rates, etc.

5.1.2 Data Collection Optional work

The below points 5.1.2.1 and 5.1.2.2 are optional requirements that Cefas may choose to award as part of this Contract. Please include in your response to APPENDIX 5 - Technical Questionnaire if you are able to complete this work, including your proposed solution and capability. You should also include your quotation for these options in APPENDIX 6 - Pricing Schedule.

5.1.2.1 Ocean modelling of ALDFG

The successful Tenderer will use ocean modelling to track the path of ALDFG using the spatial ALDFG event data collected in the survey. The models will be used to identify areas of high impact and use GIS to be able to map vulnerability / sensitivity / risk etc. in relation to marine protected areas or areas of high biodiversity value.

Deliverable: Provide a report identifying areas of high impact and using GIS, map in relation to areas of interest such as marine protected areas or areas of high biodiversity value.

5.1.2.2 Ground truth ALDFG location data

The successful Tenderer will enlist relevant stakeholders in each surveyed region to collect visual evidence (e.g., photographic) of incidences of ALDFG / marine litter accumulations linked to GPS coordinates, to provide robust data on locations and incidences of ALDFG in and around the Sri Lankan waters.

Deliverable: Provide a report with visual evidence of incidence of marine litter/ALDFG being accumulated in the sea, with associated GPS coordinates.

5.1.3 Data Collection Detail

The successful Tenderer is required to organise and carry out a survey about ALDFG and disposal of EOL gear in Sri Lanka. This includes:

1. Work closely with the Cefas scientists to finalise a questionnaire for the collection of baseline data on ALDFG around Sri Lanka.
2. Translate the English questionnaire in both Tamil and Sinhala.
3. Organise and share a sampling campaign with the number of targeted communities and individuals to survey.
4. Being responsible for the smooth running of the survey from beginning to end, including ensuring it is in line with Sri Lankan laws and cultural expectations.
5. Establish the key actors within the fishing gear value chains (fishing gear manufacturers, importers, wholesale and retail sellers).
6. Conduct a series of interviews with those key actors to calculate the dimensional characteristics of fishing gears (weight, length, depth, etc).

7. Providing regular review reports to Cefas on progress as described below.
8. Providing a final report on all activities and impact, using the Cefas reporting template to include things such as engagement metrics (template will be shared with the awarded tenderer during the inception meeting).

In addition to the above, the following is required:

1. The work needs to be delivered between 01 February 2023 and 31 of March 2024.
2. An inception meeting must occur within 7 days of the project commencement.
3. Followed by a draft plan within 14 days and implementation.
4. An interim report, of what has been achieved, and what still needs to be achieved, must be provided halfway through the project.
5. A draft final report must be provided 14 days before the final report, for approval by the Cefas representative.
6. A final report, including publication schedule and metrics.
7. An electronic collection of all data and metadata collected during the survey must be provided on completion of the project before the 31st of March 2024; all the answers to the questionnaire must be translated into English and copies of the original paper forms should be provided).
8. The exact delivery dates of the draft plan, interim report and final report within the time frames mentioned at points 3, 4 and 6 are to be agreed, in writing, between the successful Tenderer and Cefas.

The successful Tenderer will be responsible for obtaining any permits or other legal requirements needed to perform the work in Sri Lanka.

5.2 Outreach

5.2.1 Outreach Requirement

5.2.1.1 Stakeholder engagement

Cefas requires the successful Tenderer to organise an outreach campaign to raise awareness on the effect of ALDFG and mismanagement of end of life (EOL) fishing gear on the marine environment. The event should be by face-to-face seminars, talks or workshops that should target coastal communities relying on fisheries or stakeholders (harbours, vessel crews) related to the fishery industry. The number of different targeted communities / stakeholders should not be less than five and the number of individuals involves not lower than 50. Outreach material (presentations, brochures) will be prepared in English, Tamil and Sinhala and will be used during the events. Where possible and appropriate, these materials (e.g., slides) will be adapted to the audience. The events should be planned with the aim to cover as many different communities around Sri Lanka as possible. Before starting the interviews, the materials will be approved by Cefas.

5.2.2 Outreach Optional work

The below point 5.2.2.1 is an optional requirement that Cefas may choose to award as part of this Contract. Please include in your response to APPENDIX 5 - Technical Questionnaire if you are able to complete this work, including your proposed solution and capability. You should also include your quotation for these options in APPENDIX 6 - Pricing Schedule.

5.2.2.1 Action Research

The successful Tenderer will examine options for action research to enable transformative change through social action to address ALDFG issues. For example, the potential for an ALDFG reporting system, or fishing gear circularity schemes.

Deliverable: A report on the options for action research to encourage communities to mitigate ALDFG issues.

5.2.3 Outreach Detail

The successful Tenderer is required to organise and carry out face-to-face outreach events to raise awareness on ALDFG in Sri Lanka. This includes:

1. Working closely with the Cefas scientists to finalise the outreach material and the narrative to be used during the outreach activities.
2. Translate the material in both Tamil and Sinhala.
3. Organise and face to face outreach events campaign with a number of targeted communities and stakeholders.
4. Being responsible for the smooth running of the events from beginning to end, including ensuring it is in line with Sri Lankan laws and cultural expectations.
5. Providing regular review reports to Cefas on progress as described below.
6. Providing a final report on all activities and impact, using the Cefas reporting template to include things such as engagement metrics (template will be shared with the awarded tenderer during the inception meeting).

In addition to the above, the following is required:

1. The work needs to be delivered between 01 February 2023 and 31 of March 2024.
2. An inception meeting must occur within 7 days of the project commencement.
3. Followed by a draft plan within 14 days and implementation.
4. An interim report, of what has been achieved, and what still needs to be achieved, must be provided halfway through the project.
5. A draft final report must be provided 14 days before the final report, for approval by the Cefas representative.
6. A final report, including publication schedule and metrics.
7. The exact delivery dates of the draft plan, interim report and final report within the time frames mentioned at points 3, 4 and 6 are to be agreed, in writing, between the successful Tenderer and Cefas

The successful Tenderer will be responsible for obtaining any permits or other legal requirements needed to perform the work in Sri Lanka.

Annex 3 – Charges

Defined terms within this Annex:

E-Invoicing: Means invoices created on or submitted to the Authority via the electronic marketplace service.

Electronic Invoice: Means an invoice (generally in PDF file format) issued by the Supplier and received by the Authority using electronic means, generally email



1. How Charges are calculated

1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Annex 3;

1.2 Any variation to the Charges payable under the Contract must be agreed between the Supplier and the Authority and implemented using the procedure set out in this Annex.

2. Rates and Prices

Services Required	Qty	Unit of Measure	Cost	Total Cost	VAT
5.1 Data Collection – fisher surveys and analysis	1	Fixed cost			
5.1 Data Collection – value chain analysis	1	Fixed cost			
5.2 Outreach – stakeholder engagement workshops	1	Fixed cost			
5.1.2.2 Ground truth ALDFG location data	1	Fixed cost			
			Total Cost:	£102,000	

Payment schedule to be agreed with the Authority at inception meeting.

3. Currency

All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

4. Variations

The Authority may make reasonable changes to its invoicing requirements during the Term after providing 30 calendar days written notice to the Supplier.

5. Electronic Invoicing

5.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:

5.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:

5.2.1 the date of the invoice;

5.2.2 a unique invoice number;

5.2.3 the period to which the relevant Charge(s) relate;

5.2.4 the correct reference for the Contract

5.2.5 a valid Purchase Order Number;

5.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;

5.2.7 a description of the Deliverables;

5.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);

5.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative

5.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;

5.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and

5.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);

5.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: Finance@cefas.co.uk or Cefas, Pakefield Road, Lowestoft, Suffolk NR33 0HT with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.

Annex 4 – Tender Submission

Community surveys and outreach events on Abandoned, Lost or otherwise Discarded Fishing Gear (ALDFG) in Sri Lanka

CEFAS22-166

1.2 Organisational experience

**Contract tender to Cefas
January 2023**



Evolved Research and Consulting Ltd
Heatherlands, Jordan's Lane, Sway, Lymington SO41 6AR

SUMMARY

Project title:	Community surveys and outreach events on abandoned, lost or otherwise discarded fishing gear (ALDFG) in Sri Lanka CEFAS22-166
A proposal from:	Evolved Research and Consulting Ltd
Company number	11988707
VAT registration number	332997273
Contact person/ Project lead	[REDACTED]
Phone:	[REDACTED]
E-mail:	[REDACTED]

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PROJECT SUMMARY

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ORGANISATIONAL EXPERIENCE

1.0 INTRODUCTION

This tender is a response to an ITT issued by Cefas to conduct data collection, and an associated outreach programme, on Abandoned, Lost or otherwise Discarded Fishing Gear (ALDFG) and end of life (EOL) fishing gear in Sri Lanka. The work is funded through the Ocean Country Partnership Programme (OCP) delivered under the Blue Planet Fund. It builds on previous work and contributes to the UK government's aid strategy for developing countries.

Evolved Research and Consulting Ltd are the prime contractor for the project, working with the Centre for Poverty Analysis (CEPA) based in Colombo, Sri Lanka, as a sub-contractor. ERC and CEPA have worked closely together on a previous Cefas contract, delivering a pilot study on ALDFG in Sri Lanka in 2022.

This document addresses technical question 1.2, and consists of a statement outlining Evolved Research and Consulting's capability and relevant experience for the work, including experience of conducting surveys using questionnaires. It also includes a statement of CEPA's relevant experience.

2.0 RELEVANT CAPABILITY AND EXPERIENCE

2.1 Evolved Research and Consulting Ltd (ERC)

Evolved Research and Consulting Ltd (ERC) specialise in the design and implementation of research and strategy development programmes aimed at supporting the delivery of the United Nations Sustainable Development Goals (SDGs). ERC have a strong background in work relating to plastics in general, and ALDFG more specifically, having worked on and led numerous related projects in various countries globally, as highlighted in Table 1.

ERC recently led the plastics component of a Problue funded project facilitated by the World Bank in the Palestinian Territories of the West Bank and Gaza Strip. This involved examining the flow of plastics through the Palestinian economy, identifying pathways and quantifying leakages into the environment. It combined plastic value chain analysis (PVCA) and 3R strategy development for plastic and solid waste with a view to prioritizing the move to a more circular economy. Whilst the contract is now completed, the work is being extended with ERC having been asked to join a World Bank Mission to the territories later in 2023.

ERC have also led specific projects on plastics associated with fisheries and aquaculture and completed a pilot study on Abandoned, Lost and Discarded Fishing Gear (ALDFG) in Sri Lanka on behalf of Centre for Environment, Fisheries and Aquaculture Science (Cefas) in 2022. The ALDFG data collection was carried out using face to face fisher surveys, with ERC developing a sampling protocol and survey plan, as well as co-designing the questionnaire survey with Cefas. As discussed, ERC also employed CEPA as a sub-contractor to translate the survey into both Sinhalese and Tamil and to carry out the survey work at selected sites around the country. The work represents part of a larger programme of activities funded by the Blue Planet Fund and facilitated under the Ocean Country Partnership Programme.

This Cefas work followed on from a larger contract carried out on behalf of the World Bank and funded by the South Asian Waters Initiative (SAWI) which ERC also led, delivering national baseline assessments of ALDFG in South Asia in 2021. This project operated in four case study countries, Bangladesh, Pakistan, the Maldives and Sri Lanka with ERC as the prime contractor, employing sub-contractors in each of the case study countries including WWF in Pakistan. The national baseline assessments of ALDFG were also primarily carried out using face to face fisher surveys supported by key stakeholder interviews and secondary data on the import and manufacture of fishing gears in each country. For each country there were some significant and distinct findings identifying a variety of causes. ‘Hot spot analysis’ was used to map ALDFG events with GIS, both in number and mass, with the data and maps offering the opportunity to carry out ocean modelling to predict the likely locations of plastic accumulation as well as to deliver future sensitivity mapping and risk assessment. The results of the project have been passed to the South Asia Cooperative Environment Program (SACEP) and are currently being made ready for dissemination in conjunction with the World Bank. Next steps are also being considered with respect to the project recommendations.

Clearly there is a considerable amount of similarity between the World Bank and Cefas projects with the new Cefas contract offering the opportunity to further strengthen the database, critiquing, verifying and validating the existing results.

One of the benefits of having worked directly on the issue of ALDFG in Sri Lanka, is that ERC have a number of relevant contacts for this project, including access to fishing co-operatives, harbours and other relevant stakeholders. The contacts will also be important in providing greater insight and criticality to the work and progressing it to ensure a successful outcome.

Table 1: Selected relevant projects

Project	Countries operating	Funder	Dates	Role, responsibilities and comment
Kiritimati Island Ocean Resources & Fisheries Management Planning	Kiribati	World Bank	January – September 2023	Developing an ocean resources spatial plan
CUPHAT: Coastal Uplands Heritage and Tourism	Ireland, Wales	EU Interreg regional	December 2022 – July 2023	ERC are evaluating this regenerative

		development fund		sustainable tourism project
Educational Access Options for environmental education	England	Defra	December 2022 – March 2024	ERC are evaluating the effectiveness of environmental education for school children
Sustainable Fisheries, Aquaculture and Plastic Value Chain Analysis and 3R Strategy development in Gaza Strip and West Bank	Palestinian Territories: Gaza Strip and West Bank	World Bank ProBlue – (USD\$ 180,000)	February - December 2022	ERC led a consortium of companies delivering PVCA and 3R Strategy development
Pilot study data collection and analysis on Abandoned, Lost and Discarded Fishing Gear in Sri Lanka	Sri Lanka	Cefas – OCPP / Blue Planet Fund	January 2022 – July 2022	ERC led the data collection, analysis and reporting of ALDFG.
National baseline assessments of Abandoned, Lost and Discarded Fishing Gear in South Asia	Bangladesh, Pakistan, Maldives and Sri Lanka	World Bank/ South Asia Waters Initiative	December 2020 - July 2021	Prime contractor employing sub-contractors in target countries to collect and analyse data in delivering national baseline assessments
Marine Natural Capital and Ecosystem Assessment (mNCEA) programme	UK	JNCC / DEFRA	January - March 2022	Project and programme management
Evaluation of District Level Licensing (DLL) with customers	UK	Natural England	May – October 2022	ERC conducting stakeholder engagement and evaluation with developers
Evaluation of District Level Licensing (DLL) with Local Planning Authorities	UK	Natural England	January – March 2022	ERC conducting stakeholder engagement and evaluation with LPAs
Marine Plastics R&I in India	India	KTN / BEIS	Feb 2021 – May 2021	Desk top research
Commonwealth Marine Plastics R&I Framework evaluation	Commonwealth	KTN / BEIS	April 2021 – July 2021	Desk top research, stakeholder interviews

Quantifying microplastics in the Costa Rican Thermal Dome	Costa Rica	Global Ocean Biodiversity Initiative (GOBI)	2018	Research leader
Sacrificial anodes as a source of Zinc in UK estuaries	UK	International Zinc Assoc. (£60k)	2014 – 2017 (36 months)	Research leader, supervising PhD

In addition to consulting, ERC are also actively involved in the collection and recycling of end-of-life (EOL) fishing gear, working with Odyssey Innovation Ltd (OIL) on their net collection scheme and operating as partners focussing on solutions to the ALDFG problem. This includes the development of a net collection and recycling certification system, as discussed in response to Technical Requirement 1.7.

Other than carrying out plastics and ALDFG work, ERC have lead and facilitated a wide number of relevant projects, including marine planning and stakeholder engagement, with the engagement work involving a range of activities from community outreach and public dialogue to facilitating government level engagement and facilitating the delivery of stakeholder led marine spatial planning. The latter is part of an ongoing contract to ‘chair’ the Clyde Marine Planning Partnership in Scotland.

The range of contracts ERC have delivered has involved a diversity of methodological approaches, carried out on behalf of government agencies and departments such as the KTN, NERC, NatureScot, Marine Scotland, Natural England and DEFRA as well as the World Bank *inter alia*. As with the ALDFG work, many of these involve the use of questionnaire surveys such as the Natural England contracts relating to District Level Licensing carried out in 2022, and the current Natural England evaluating the Educational Access Options scheme. ERC are also highly experienced in carrying out such evaluations and delivering transdisciplinary analysis of policies, programmes and projects with respect to a range of key sustainability issues in the blue economy.

ERC’s work has been commended both by the Quality Enhancement Review process of the World Bank and that carried out on behalf of the Knowledge Transfer Network (KTN) and the Department for Business, Energy and Industrial Strategy (BEIS). ERC is a Business Associate Framework company of the Joint Nature Conservation Committee (JNCC).

2.2 Centre for Poverty Analysis (CEPA)

CEPA is an independent Sri Lankan Think Tank organisation providing professional research services on poverty related development issues. CEPA is registered as a company limited by guarantee under Sri Lanka’s Companies Act 17 of 1982, on 24th April 2001 and re-registered under the Companies Act No.7 of 2007 on 28th July 2008 (annex 1). CEPA carries out a range of client services that includes; research, consultancy, evaluation, outreach and training in CEPA’s thematic areas of infrastructure, migration, environment, post conflict development and vulnerability.

CEPA will bring its extensive expertise in large scale surveys and in-depth micro-scale data collection and analysis on several sectors and thematic areas to this assignment. CEPA has sound experience and

knowledge in both qualitative and quantitative research; Q2 (or Q squared) mixed method approach, increased capacity in statistical analysis, and the ability to carry out relatively large field surveys including effective mobilisation of enumerators and survey planning. CEPA's multi-disciplinary research team has trilingual skills to carry out primary and secondary research all around Sri Lanka. Over the years, CEPA has gained expertise in carrying baseline studies, stakeholder mapping and assessments, ex-post evaluations, designed monitoring systems, conduct in-process monitoring, stakeholder workshops, training, developed organisational capacity in monitoring & evaluation, facilitation and moderation skills.

CEPA has 15 years of experience in conducting studies with a special focus on fisheries. More recently, CEPA, in collaboration with Evolved Research Consulting conducted the pilot study on Abandoned, Lost and Discarded Fishing Gear (ALDFG) in Sri Lanka in 2021. This study involved a face-to-face survey of 325 fishers who operate vessels of various scales in five prominent fisheries locations. Data collection was done using CAPI, with the help of tablets. CEPA's main role in this project was to provide conceptual input to fine-tuning the research instruments, translating them into Sinhalese and Tamil, digitising the survey, carry out the survey at selected sites. In addition, CEPA also contributed to data analysis and writing a report.

Previously CEPA was commissioned by ILO in 2020 and 2021/2022 to produce a report for advocacy with the Government of Sri Lanka towards the ratification of ILO convention C188 - Work in Fishing, 2007, which is also the focus of the present study. The report identified the benefits in ratification of the convention to fish workers, boat owners and the fisheries sector at large, while also highlighting the potential challenges to the process of ratification. This along with the other experiences discussed within this motivation statement strongly illustrates CEPA's familiarity and expertise regarding the fisheries sector of Sri Lanka, labour and livelihood analysis and more specifically the convention at hand.

CEPA, led by Dr Gayathri Lokuge, has also been part of the feasibility study for harbour development focusing on four fisheries harbours in the Southern Province (and one harbour in the Western Province), namely, Kuwasella, Puranawella, Galle and Beruwala proposed to be funded by the French Development Agency (AFD) in 2019. These ongoing studies and past studies indicate to us vulnerable conditions under which poorer communities in the coastal regions are living and how their wellbeing is affected by social, economic and psychological conditions and more recently, by severe environmental conditions.

Further, CEPA carried out a stakeholder mapping of the ILO LEED project in 2019 and an impact study on the LEED project implemented by ILO in collaboration with the Ministry of Labour and Labour Relations in 2016. CEPA has carried out studies focusing on the fisheries sector since 2008/9, starting with a market analysis conducted for ACTED. The seven-year multi-country DFID funded research portfolio under the Secure Livelihood Research Consortium (SLRC) focused on Jaffna, Mannar and Trincomalee Districts and carried out a series of qualitative studies and quantitative studies including a household panel survey of 1377 households in 2012 and 2015 in mainly fisher communities/Grama Niladhari Divisions. The recently concluded Northern Needs Assessment funded by UNDP included a detailed analysis of the fisheries sector in the region.

CEPA has the capacity to meet the needs of a range of development organisations. CEPA's clients have included Sri Lankan government institutions such as the Colombo Municipal Council (CMC), the Road Development Authority (RDA), local and international NGOs such as Agency for Technical Cooperation and Development (ACTED), Berendina, Oxfam GB and Practical Action, bilateral development agencies such as Swiss Agency for Development Cooperation (SDC), ODI-DFID, Sida, GIZ, UN agencies such as UNDP, ILO, UNWOMEN and international financial institutions such as the World Bank and the Asian Development Bank (ADB).

For more details please visit <http://www.cepa.lk>.

Table 2: Selected relevant projects of CEPA

Project	Countries operating	Funder	Dates	Role, responsibilities and comment
CEFAS-ALDFG study Sri Lanka Fishers abandoned, lost or otherwise discarded fishing gear Sri Lanka	Sri Lanka	Client : - Evolved Research and Consulting Ltd, UK	Jan, 2022 - Mar, 2022	Conducting a survey in selected coastal districts for the pilot study on ALDFG. CEPA also engaged in cleaning, coding and analysing data and writing the study report.
ILO C 188 - Phase 3 - Gap Analysis of National (Sri Lanka) Fishing Sector Labour Legislation and Infrastructure Requirement against ILO C 188 (2007) Convention	Sri Lanka	ILO Sri Lanka	Apr, 2022 - Nov, 2022	Analyse gaps in national legislation in relation to C 188 requirements and identify hard and soft infrastructure in place to ratify the convention.
SSRC - IO Ruptures -phase - II	India, Sri Lanka, Cambodia, and Tanzania	Social Science Research Council (SSRC) Transregional Collaborative Research	Sep, 2021 - Aug, 2022	Convene an international, interdisciplinary group of scholars who conduct research on fisheries. Conduct in-person workshop in Colombo
Scoping of ocean conservation opportunities in Sri Lanka . Understanding Sri Lanka's political commitments and legal mechanisms for	Sri Lanka	Blue Resources Trust	May, 2021 - Aug, 2021	Carry out the social, gender and community stakeholder analysis components of the study.

establishing new or expanding marine protected areas and to identify potential stakeholders				
Rupture, Gendered Adaptation, and the Social Economy of Indian Ocean Fisheries	India, Sri Lanka, Cambodia, and Tanzania	Social Science Research Council (SSRC) Transregional Collaborative Research	Aug, 2020- July 2021	Convene an international, interdisciplinary group of scholars who conduct research on fisheries across four IO countries of India, Sri Lanka, Cambodia, and Tanzania.
ILO C188- Work in Fishing- ratification	Sri Lanka	ILO Sri Lanka	February- Mid July 2021	Study and analyse gaps in national legislation in relation to fisheries convention C 188 requirements and identify hard and soft infrastructure in place to ratify the convention.
Coastal and Marine Resource Management and Poverty Reduction in South Asia	Sr Lanka India, Maldives, Pakistan and Sri Lanka.	IUCN	2003	Prepare a regional report on poverty and environment degradation in coastal high priority areas in South Asia.

3.0 ERC RESOURCES

ERC have access to a range of technical resources including a full suite of licensed databases, as well as data visualisation tools and GIS. Specific and selected GIS, data visualisation and data management tools include the following:

- QGIS 16.2
- ArcGIS
- R Project for Statistical Computing
- SPSS
- NVivo
- Otterai

- SmartSurvey

The ERC team are fellows and members of a number of relevant professional bodies and have access to the various resources of professional organisations, including the Institute of Marine Engineering, Science and Technology (IMarEST).

Community surveys and outreach events on Abandoned, Lost or otherwise Discarded Fishing Gear (ALDFG) in Sri Lanka

CEFAS22-166

1.3 Compliance to technical requirements - data collection

**Contract tender to Cefas
January 2023**



Evolved Research and Consulting Ltd
Heatherlands, Jordan's Lane, Sway, Lymington SO41 6AR

SUMMARY

Project title:	Community surveys and outreach events on abandoned, lost or otherwise discarded fishing gear (ALDFG) in Sri Lanka CEFAS22-166
A proposal from:	Evolved Research and Consulting Ltd
Company number	11988707
VAT registration number	332997273
Contact person/ Project lead	[REDACTED]
Phone:	[REDACTED]
E-mail:	[REDACTED]

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COMPLIANCE TO TECHNICAL REQUIREMENTS - DATA COLLECTION

1.0 INTRODUCTION

This tender is a response to an ITT issued by Cefas to conduct data collection, and an associated outreach programme, on Abandoned, Lost or otherwise Discarded Fishing Gear (ALDFG) and end of life (EOL) fishing gear in Sri Lanka. The work is funded through the Ocean Country Partnership Programme (OCP) delivered under the Blue Planet Fund. It builds on a previous pilot study conducted in 2022 and contributes to the UK government's aid strategy for developing countries.

This document addresses technical question 1.3, outlining ERC's compliance to the technical requirements of the ALDFG data collection as stated in the Specification of Requirements. This includes reference to the proposed solutions for the ALDFG fisher survey, involving implementation of a national sampling strategy to collect relevant ALDFG data; and the delivery of a plastic value chain analysis (PVCA) to review the importation, manufacture and end-of-life outcomes for fishing gear. It also addresses the optional extras, with respect to ground-truthing ALDFG 'hotspots', as identified through the survey, and ocean modelling to determine the spatial risk of ALDFG to marine ecosystems.

Whilst the full proposed methodological solutions to the technical requirements is presented in response to technical question 1.5, the approach taken in this document will be to identify key aspects of the solution per data collection activity, and provide evidence with respect to the classification of compliance, i.e., whether it is fully compliant, partially compliant, or non-compliant. Evidence to judge our compliance against each solution is drawn from ERC's prior project experience, in addition to the way in which ERC is set up to deliver this project, in terms of the structure and skills of the project team, logistical arrangements and resources available.

2.0 COMPLIANCE TO TECHNICAL REQUIREMENTS – DATA COLLECTION

In total, ERC, the project team and the proposed solutions for the respective data collection activities are fully compliant with all of the requirements, except for the optional requirement for ocean modelling, which is only partially compliant, as is demonstrated in the following evidence table. The ocean modelling is only partially compliant because it has not been carried out directly by the team though ERC and Dr Ekaterina Popova of the National Oceanographic Centre, Southampton have discussed the work and also previously bid for work on this basis. However, should this be required, further work is still need to clarify and agree various aspects of the work including the parameters, costing and contractual agreements.

For the rest, ERC, the project team and Cefas have recently had a journal paper published in Marine Policy on the pilot study which evidences much of this work. Other evidence however is used in the table below.

Activities	Key Elements	Compliance	Evidence	
			Organisational experience	Resource capability
ADLFG fisher survey	Review and agree final questionnaire with CEFAS	Fully compliant	ERC have used the Cefas ALDFG questionnaire previously for the purposes of the pilot study conducted in Sri Lanka in 2022. This was also carried out with CEPA. In addition, ERC have also carried out similar work in the South Asia Region for the World Bank in 2021.	The ERC / CEPA team – namely [REDACTED] [REDACTED] – have the knowledge and expertise acquired through the pilot study, that will allow for minor amendments to be made to the survey on the basis of lessons learned from the pilot study.
	Translate the questionnaire into Tamil and Sinhala	Fully compliant	ERC are working with an experienced Sri Lankan survey team from the Centre for Poverty Analysis (CEPA) with a long track record of working within the Sri Lankan fisheries sector in both Tamil and Sinhala.	[REDACTED] [REDACTED] from CEPA will be responsible for translation.
	Pre-survey training for enumerators	Fully compliant	ERC and CEPA have direct experience of delivering the pilot study in Sri Lanka in 2022 and lessons learned from this study will enable the delivery of a bespoke training programme that will ensure the success of the data collection exercise.	[REDACTED] has a track record of leading and delivering successful data collection exercises, including the pilot study in 2022 and a World Bank funded project delivering national baseline assessments of ALDFG in four countries across South Asia (including Sri Lanka) in 2021. CEPA also has extensive experience of working with the fisheries sector in Sri Lanka and as such has access to a pool of qualified enumerators with previous experience in conducting surveys in

				the fisheries sector, including the ALDFG pilot study in 2022. This prior experience, complemented by the training programme, will ensure that enumerators have a comprehensive understanding of the brief prior to beginning the surveys.
	Survey planning and sampling protocol	Fully compliant	ERC has a history of leading and delivering successful data collection exercises related to ALDFG, including planning the survey and sampling protocol for the pilot project in Sri Lanka in 2022.	Led by [REDACTED] and the CEPA team – specifically [REDACTED] – ERC have an in depth knowledge and understanding of the fisheries sector in Sri Lanka, aided by their planning of the survey and sampling protocol for the pilot study in 2022.
	Survey schedule	Fully compliant	Having led the pilot study in Sri Lanka in 2021 and a World Bank funded project delivering national baseline assessments of ALDFG in four countries across South Asia (including Sri Lanka) in 2021, ERC have direct experience of delivering surveys within the fisheries sector in Sri Lanka.	[REDACTED] and the CEPA team – specifically [REDACTED] as a result of their prior work in the fisheries sector in Sri Lanka have a comprehensive understanding of the meteorological and oceanographic conditions around the island which dictate fishing operations. This will be reflected with seasonality fully addressed in the survey schedule.
	Collate data	Fully compliant	Having led the pilot study in Sri Lanka in 2021 and a World Bank funded project delivering national baseline assessments	Multiple members of the ERC (and CEPA) team are skilled in data collation. The CEPA team – led by [REDACTED]

			<p>of ALDFG in four countries across South Asia (including Sri Lanka) in 2021, in addition to multiple other research projects, ERC have extensive experience of data collation. Furthermore, the team has specific experience of collating ALDFG data from the pilot study.</p>	<p>██████████ will be directly responsible for collating and quality checking survey data, and they will oversee Heli de Alwis (CEPA) who will be responsible for database collation and cleaning.</p> <p>██████████ is currently delivering a similar role as she coordinates another fisheries project for CEPA, whilst ██████████ have first-hand experience of data collation from the pilot study.</p> <p>In addition to this, ██████████ who has an array of project experience conducting quantitative and qualitative research for clients such as Natural England/Defra. ██████████ will be the ERC team member responsible for database management.</p>
	Analysis	Fully compliant	<p>ERC has conducted multiple research projects that have involved the analysis of quantitative and qualitative data, including two directly relevant to this contract: the pilot study in Sri Lanka in 2022 and a World Bank funded project delivering national baseline assessments</p>	<p>██████████ will be directly responsible for data analysis and was also responsible for the analysis of survey data collected in the pilot study. He is skilled in the analysis of quantitative data using software such as SPSS, in addition to qualitative data analysis techniques such as</p>

			of ALDFG in four countries across South Asia (including Sri Lanka) in 2021.	content analysis, using software such as Nvivo. In addition to this, [REDACTED] [REDACTED] also have expertise in this regard.
	Hot spot analysis	Fully compliant	ERC carried out hot spot analysis as part of the World Bank funded ALDFG national baseline assessments work in the South Asia Region in 2021.	The ERC team, including GIS specialist [REDACTED] have carried out hot spot analysis producing hot spots of ALDFG incidence and also mass.
Plastic value chain analysis (PVCA)		Fully compliant	ERC have recently been involved in a large World Bank (ProBlue) funded project in Gaza and the West Bank, carrying out plastic value chain analysis and developing a 3R strategy for the Palestinian territories. This project was led by Professor Anthony Gallagher – who is also the team leader for this contract.	PVCA work has been delivered as part of the work in the Palestinian Territories by ERC and the team therefore have good experience of both the data requirements and the different methodologies including the UNEP/IUCN hotspot toolkit.
Ground-truthing		Fully compliant	<p>ERC are working with an experienced Sri Lankan survey team from the Centre for Poverty Analysis (CEPA) with a long track record of working within the Sri Lankan fisheries sector, including on the pilot study in 2022. As such, they have strong pre-existing relationships within fishing communities.</p> <p>ERC have also conducted marine litter observations in numerous projects.</p>	<p>The CEPA team's extensive work within the fisheries sector in Sri Lanka and previous work with fishing communities on the pilot study, will enable them to easily recruit multi-day boat skippers to collect visual evidence and incidences of litter/ghost gear in the sea, using GPS coordinates.</p> <p>In addition to this, the prproject team can also conduct shoreline surveys of</p>

			marine litter in areas highlighted as potential hotspots.
Ocean Modelling	Partially compliant	<p>ERC have organisational experience of delivering hot spot analysis as discussed previously and can produce estimated spatial risk maps based on using different GIS layers and the outcomes of the survey. However, additional modelling skills would be required to address a more scientifically accurate deliverable.</p> <p>ERC have already discussed such work with Dr Popova at the NOC and have previously worked together on bids. However, further work would be required to confirm this element of the work.</p>	<p>ERC have a working relationship with ocean modeller [REDACTED] at the National Oceanography Centre (NOC), having discussed similar work previously. The ERC team therefore have the capacity to deliver the ocean modelling work as required.</p> <p>However, further work would be required to agree the parameters, costing and contractual agreements with the National Oceanography Centre (NOC). This will take time to agree.</p>

Community surveys and outreach events on Abandoned, Lost or otherwise Discarded Fishing Gear (ALDFG) in Sri Lanka

CEFAS22-166

1.4 Compliance to Technical Requirements - Outreach

**Contract tender to Cefas
January 2023**



Evolved Research and Consulting Ltd
Heatherlands, Jordan's Lane, Sway, Lymington SO41 6AR

SUMMARY

Project title:	Community surveys and outreach events on abandoned, lost or otherwise discarded fishing gear (ALDFG) in Sri Lanka CEFAS22-166
A proposal from:	Evolved Research and Consulting Ltd
Company number	11988707
VAT registration number	332997273
Contact person/ Project lead	[REDACTED]
Phone:	[REDACTED]
E-mail:	[REDACTED]

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COMPLIANCE TO TECHNICAL REQUIREMENTS - OUTREACH

1.0 INTRODUCTION

This tender is a response to an ITT issued by Cefas to conduct data collection, and an associated outreach programme, on Abandoned, Lost or otherwise Discarded Fishing Gear (ALDFG) and end of life (EOL) fishing gear in Sri Lanka. The work is funded through the Ocean Country Partnership Programme (OCPP) delivered under the Blue Planet Fund. It builds on a previous pilot study conducted in 2022 and contributes to the UK government's aid strategy for developing countries.

This document addresses technical question 1.4, outlining ERC's compliance to the technical requirements of the outreach as stated in the Specification of Requirements. This includes reference to the proposed solutions for the stakeholder engagement and the action research.

Whilst the full proposed methodological solutions to the technical requirements is presented in response to technical question 1.5, the approach taken in this document is to identify key aspects of the solution per outreach activity, and provide evidence with respect to the classification of compliance, i.e., whether it is fully compliant, partially compliant, or non-compliant. Evidence to judge our compliance against each solution is drawn from ERC's prior project experience, in addition to the way in which ERC is set up to deliver this project, in terms of the structure and skills of the project team, logistical arrangements and resources available.

2.0 COMPLIANCE TO TECHNICAL REQUIREMENTS – OUTREACH

In total, ERC and the proposed solutions for the respective outreach activities are fully compliant with the requirements. This will be demonstrated through Section 2.0 of this document, as is demonstrated in the following evidence table.

Activities	Key Elements	Compliance	Evidence	
			Organisational experience	Resource capability
Stakeholder engagement	Stakeholder mapping	Fully compliant	ERC have a strong background in stakeholder mapping having delivered such activities as part of numerous projects, including those relating to ALDFG in Sri Lanka such as the World Bank national baseline assessment project in 2021.	All of the key members in the project team are capable of delivering stakeholder mapping, identifying key actors in relation to ALDFG in Sri Lanka.
	Stakeholder engagement meetings at the national level	Fully compliant	ERC and CEPA have engaged on a national level with stakeholders including government bodies and national organisations and networks. ERC have also engaged with government ministers as part of work in Palestine and in Scotland.	The project team are skilled at delivering targeted engagement activities and facilitating meetings, workshops and events.
	Stakeholder engagement workshops at the regional level	Fully compliant	ERC and CEPA have each conducted numerous outreach events aimed at local or regional groups. For example, ERC ran public dialogue sessions for community groups in Scotland and fisher community workshops in the Philippines. They were also involved in a stakeholder workshop as part of the CLiP project in Sri Lanka with Cefas. CEPA have conducted many local and regional workshops in Sri Lanka.	The project team are skilled at delivering targeted engagement activities and facilitating meetings, workshops and events. The team also are fully conversant with fishing communities and know how to deliver events aimed at different cohorts.

	Dissemination workshops and recommendations for next steps	Fully compliant	As part of the World Bank projects in the South Asia Region on ALDFG and in Palestine on plastics, ERC facilitated result dissemination on ALDFG, PVCA and strategy development.	The project team are skilled at delivering targeted engagement activities and facilitating meetings, workshops and events. The team also are fully conversant with fishing communities and know how to deliver events aimed at different cohorts.
	Other outreach activities	Fully compliant	The project team have experience of a wide variety of outreach activities and dissemination including publishing journal papers. ERC, CEPA and Cefas had a paper on the pilot study published in January 2023 in the journal Marine Policy. ERC and Cefas also have a presentation accepted for the WGFTFB2023.	The project team have a high level of skill and knowledge in disseminating research and information in a variety of ways and will work with the Cefas comms team to plan a course of dissemination.
Action research		Fully compliant	The project team have conducted action research in a number of projects with the ERC team leader having done so with fisheries communities in the Philippines amongst others and CEPA having done so in Sri Lanka. These include work on 'theories of change' for short and long term project design.	The ERC team are experienced multi-disciplinary researchers with [REDACTED] an international development expert, both of whom have used action research as an approach previously.

Community surveys and outreach events on Abandoned, Lost or otherwise Discarded Fishing Gear (ALDFG) in Sri Lanka

CEFAS22-166

1.5 Project planning and implementation

**Contract tender to Cefas
January 2023**



Evolved Research and Consulting Ltd
Heatherlands, Jordan's Lane, Sway, Lymington SO41 6AR

SUMMARY

Project title:	Community surveys and outreach events on abandoned, lost or otherwise discarded fishing gear (ALDFG) in Sri Lanka CEFAS22-166
A proposal from:	Evolved Research and Consulting Ltd
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PROJECT PLANNING AND IMPLEMENTATION

1.0 INTRODUCTION

This tender is a response to an ITT issued by Cefas to conduct data collection, and an associated outreach programme, on Abandoned, Lost or otherwise Discarded Fishing Gear (ALDFG) and end of life (EOL) fishing gear in Sri Lanka. The work is funded through the Ocean Country Partnership Programme (OCPP) delivered under the Blue Planet Fund. It builds on a previous pilot study conducted in 2022 and contributes to the UK government's aid strategy for developing countries.

This document addresses technical question 1.5, outlining ERC's project planning and implementation of the proposed solutions to address the ALDFG data collection and outreach activities. This includes proposed data collection solutions for the ALDFG fisher survey, involving implementation of a national sampling strategy to collect relevant ALDFG data; and the delivery of a plastic value chain analysis (PVCA) to review the importation, manufacture and end-of-life outcomes for fishing gear. It also addresses the optional extras, ground-truthing of ALDFG 'hotspots' and ocean modelling to determine the spatial risk of ALDFG to marine ecosystems. The document also addresses proposed technical solutions for the respective outreach activities, including the stakeholder engagement activities identified as core elements in the specification of requirements, and the optional element, action research.

In addressing these activities, the document also presents a schedule of work (Section 4) and outlines the project management (Section 5) required to deliver the contract successfully on time and to budget. As with all effective project management, an initial assessment of project risks are identified, as well as the identification of the process involved in managing those risk throughout the duration of the contract. Risk management is presented in Section 6.

1.1 Project level output / deliverables

The key deliverables (D) are as shown in Table 1, along with their respective delivery schedule.

Table 1: Project level deliverables and timescale

Deliverable (D)	Output	Timescale
D1	Inception report	Within 2 weeks of inception meeting
D2	Detailed project planning for data collection report	Within 3 weeks of the inception meeting
D3	Detailed project planning for outreach activities report	Within 3 weeks of the inception meeting
D4	Survey training and guidance resources	March 2023

D5	Outreach facilitation and resources	March 2023 / January 2024
D6	Draft ALDFG report	January 2024
D7	Draft Plastic Value Chain Analysis	October 2023
D8	Final ALDFG report, including all data and metadata	March 2024
D9	Final Plastic Value Chain Analysis	December 2023
D10	Ground-truthing ALDFG report	January 2024
D11	Ocean modelling and spatial risk report	March 2024
D12	Draft stakeholder engagement and outreach report	February 2024
D13	Final stakeholder engagement and outreach report	March 2024
D14	Action Research report	February 2024

1.2 Project framework

The proposed project is phased and defined in a series of stages and activities, as described in Figure 1. The key substantive elements of the proposed methodology, Stages 2 and 3, are presented in Sections 2 and 3 of this document with the implementation plan presented in Section 4. Reporting and delivery is presented in response to technical question 1.6.

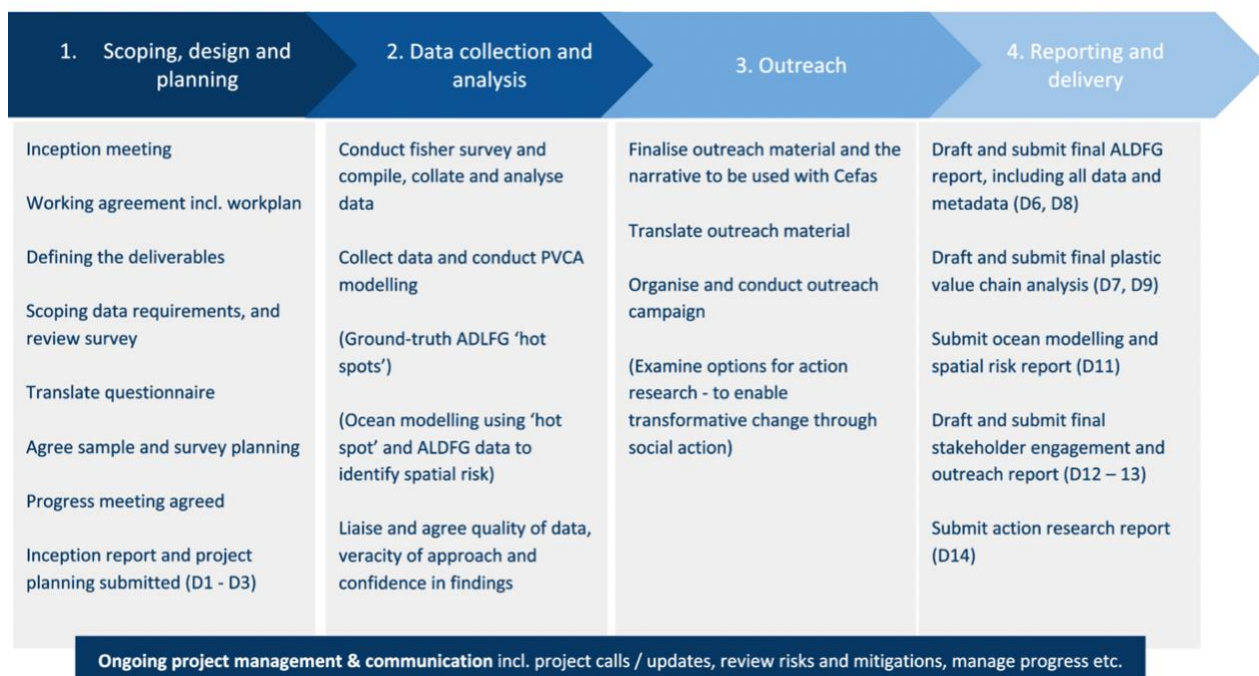


Figure 1: Methodological stages

1.2.1 Project scoping, design and planning

The purpose of this stage of the project framework is to develop a comprehensive and agreed understanding of the project goals, its approach and planning. A key component of this will be the inception meeting, which is proposed as a Teams meeting between the ERC project team and the CEFAS contract lead / team.

The following agenda for the inception meeting is proposed:

- Introductions and background
- Definitions: objectives, scoping of options, deliverables
- ALDFG data collection methodologies: survey review, lessons learned; sampling and stratified groupings.
- Outreach scoping, methods and approach
- Project planning: schedule and timelines
- Project monitoring and communication: Lines / frequency / methods
- Reporting requirements: presentation of findings etc.
- Risk management
- Contract.

A focus of the inception meeting will be on agreeing the scope of the work, particularly in relation to the optional elements of both the ALDFG data collection, ground-truthing and ocean modelling, and the outreach activity of action research. This will inform the timeline and the deliverables of the project and, with respect to ocean modelling, will also determine whether an additional sub-contractor need to be added in the shape of the National Oceanographic Centre, Southampton.

Another consideration during this stage of the work will be project monitoring and communication. Whilst the regularity and nature of communication will be agreed during the inception meeting, and the ERC team leader will be available as required over the contract duration, ERC propose that bi-weekly progress meetings with the Cefas team be held throughout the duration of the contract, subject to need and variations in project intensity over that period.

The ERC team are experienced at delivering projects on time and to a high standard. To ensure this is the case however, detailed project planning will define a weekly schedule based on the timing and delivery of project activities, including the data collection and survey work, analytical approaches such as the plastic value chain analysis (PVCA), and the outreach activities. Milestones will be defined and agreed as part of the inception phase of the work and monitoring will be conducted throughout the duration of the project. Progress against these agreed milestones will be constantly assessed and reported as part of the regular progress meetings. The Team Leader will also be in constant contact with CEPA to monitor progress against targets and manage risks should they arise.

As an outcome of this inception phase of the project, an inception report will be submitted as deliverable D1 with detailed project plans also submitted for the data collection activities (D2) and the outreach programme (D3).

2.0 ALDFG DATA COLLECTION AND ANALYSIS

2.1 ALDFG fisher survey

The core element of the data collection relates to the collection and analysis of relevant ALDFG data through a fisher survey.

2.1.1 Review and refine the ALDFG questionnaire with Cefas

Having used the Cefas ALDFG questionnaire previously for the purposes of the pilot study conducted in Sri Lanka in 2022, ERC will look to refine the survey in consultation with Cefas, on the basis of lessons learned. The knowledge gained in this process, and the expertise held within the ERC / CEPA team, will allow for minor amendments to be made, largely relating to the way in which questions are phrased and the specification of 'units' of measurement to be used as answers. However, consideration will also be given to the addition of a small number of qualitative questions at the end of the questionnaire to support a richer understanding of some of the issues. This was included as part of the pilot study but was not carried out systematically and therefore the inclusion of these questions is expected to improve the outcomes of the research.

As with the pilot study, the final questionnaire will be digitised to carry out the interviewing using tablets. An example of the previous digitised version can be found at the following link: <https://ee.kobotoolbox.org/x/2S3T9jlt>

The questionnaire will also be piloted by ERC and CEPA prior to the commencement of the full survey roll out.

2.1.2 Translate the questionnaire into Tamil and Sinhala

ERC are working with an experienced Sri Lankan survey team from the Centre for Poverty Analysis (CEPA), with a long track record of working within the Sri Lankan fisheries sector. [REDACTED] will both translate the questionnaire into their respective languages and conduct the surveys as planned in the target communities.

2.1.3 Pre-survey training for enumerators

CEPA has access to a pool of qualified enumerators with previous experience in conducting surveys in the fisheries sector, including the ALDFG pilot study in 2022. As such, a suitable number will be recruited and trained to implement the survey. It is proposed that this pre-survey training course, including the development and provision of guidance materials, be

delivered to the CEPA survey team prior to the first survey period. This, in conjunction with the questionnaire review, should enable greater quality assurance and reduce the amount of 'data cleaning' required post data collation.

Training will be given on the on the tool, on the data collection guidelines, as well as ethics in data collection. ERC's (and CEPA's) quality assurance mechanisms will be followed throughout the data collection process and if required, spot checks will be applied. CEPA has the capacity, equipment and experience to use tablets to collect data, as well as GPS locators.

2.1.4 Survey planning and sampling protocol

Understanding the nature and scale of the different fisheries in Sri Lanka is important in determining the stratification of target fisher groups and participants as well as in planning the sampling locations and survey logistics.

A variety of fishing gears are used in Sri Lanka, with some differentiation between coastal, and EEZ / BEEZ fisheries. Beach seine, drift gill nets, ring nets, bottom-set gillnet, trammel nets and a traditional trawl net fishery are the most common gears used in coastal fisheries whilst drift gillnets and line fishing (e.g. longlines, handlines and trolling lines) are dominant in EEZ and BEEZ fisheries.

Fishing gears are operated from six types of fishing craft. Coastal fisheries contain non-motorised beach seine boats (NBSB), other non-motorized traditional boats (NTRB), motorized traditional (MTRB) and fibre-reinforced plastic boats with outboard engines (OFRP), whilst 1 Day (IDAY) and multiday fishing vessels (IMUL) with inboard engines are used in EEZ and BEEZ fisheries. According to Ministry of Fisheries and Aquatic Resources Statistical Report 2019, in 2018, the total marine fishing fleet comprised of approximately 50591 vessels of which 45092 or 89% were coastal vessels and 5499 or 11% were registered as EEZ and BEEZ vessels. In addition, cast net fishing is also prevalent at various brachish locations around the coast though the numbers involved in this are unknown as they are not registered. Given its recency, this data is still relevant to plan the survey but will of course be checked for more recent figures should they be available.

Coastal fishermen land catch at numerous fish landing centres (FLCs) distributed around the coast, while the catch from the one day and multiday boat fishers are landed at any one of the 35 anchorages and harbours, the majority of which are in the south though with an equal proportion distributed in both the east and west.

Prior to planning the survey however, and determining the stratification and sampling, key questions have to be considered. These were as follows:

- What is the sampling protocol?
- Should the sampling be statistically representative? If so to what degree?
- Should the sampling be spatially distributed around the coast of Sri Lanka and if so, how?

- Should the sample be proportionate to different fishing vessels, i.e., coastal vs. IMUL + IDAY?
- Should the sampling reflect all fishing activities and gear?
- Should the sampling reflect different types of fishing 'port'?

Based on the limitations of the previous contract, the pilot study targeted 300 fishers (+ 20 cast netters) distributed in 5 districts within each of the 5 coastal provinces, as follows:

- North: Jaffna
- North-west: Puttalam
- East: Trincomalee
- South: Matara
- West: Negambo

However, given the scope and requirements of the current contract, there is a clear intent to survey a representative sample of Sri Lankan fishers, distributed to reflect the industry nationally. As with the pilot study, using a stratification of the 50591 registered fishing vessels in 2019 by vessel type, with sample size groupings based on a 95% confidence level and a 10% error margin, the total number of registered vessels required to be surveyed would be 558 as shown in Table 2. However, it should be noted that this number would increase significantly if a statistically representative figure were required based on other parameters such as geographical distribution. This is a point to be considered in the inception meeting.

Table 2: Fishing vessel sampling numbers

Fishing vessels	Total number	Representative sample
NBSB	1320	90
NTRB	17434	96
MTRB	2206	93
OFRP	24132	96
IDAY	918	88
IMUL	4581	95
TOTAL	50591	558

As with the pilot study, given the differing nature of fisheries distributed around the 5 provinces of Sri Lanka, as well as the differing numbers of harbours, anchorages and FLCs, it is considered important to reflect that spatial variation by selecting a district per province. Whilst the intention is to survey different districts from the pilot study, this is also based on purposeful selection and as such two of the districts will be surveyed again. These are Jaffana in the North and Trincomalee in the East. The reasoning behind this is that these are by far the most intensive areas for fishing within these provinces and also the location for key harbours which do not exist elsewhere in their respective provinces. Trincomalee for example is the biggest natural harbour in Sri Lanka. Discussions with harbour officials and fishers indicate that the harbour is in operation throughout the year, and that vessels from the southern ports operate from Trincomalee harbour during the fishing off season on the South

and South-West coasts. Similarly, of the 5 districts in the Northern province, only Jaffna is home to multi-day vessels. Therefore, in order to capture a variation in vessels, and the dynamics of monsoon seasons, it is important to focus on Jaffna and Trincomalee.

The selection of districts for the other provinces is however more straightforward with those selected being as follows:

- North-west: Chilaw
- South: Tangalle
- West: Kalutara

For each district, sampling will be carried out in a harbour, an anchorage and an FLC with actual target numbers of different vessels per location decided upon during the detailed project planning phase (D2).

2.1.5 Survey schedule

Oceanographic conditions around Sri Lanka are driven by bimodal pattern of monsoonal winds. These monsoons give rise to two periods of fishing operations, with fishing activities in the North-East coast predominantly taking place from March/April to October/November and the fishing in the South-West coast taking place from October to April. Traditionally, fishers are also mobile, moving between the two coasts with respect to the two monsoonal cycles, with the fishers operating deep sea/multiday vessels in the South and South Western coast tending to move towards the Eastern coast during the off-season May to September. However, there is no clear evidence of such movement from Northern or Eastern coast to the South during the off-season in the North-East coastline. There is also no evidence of vessels other than deep sea vessels moving to other coasts to engage in fishing during the off-season.

It is clearly important to address seasonality and the survey planning will factor this in. The survey will therefore be carried out in 3 phases to capture the variation in ALDFG issues, affected by seasonality, wind patterns and related oceanographic conditions. The survey will therefore take place 3 times over the period of a year with the suggested periods as follows:

- Non-monsoonal period - March / April 2023
- S/SW monsoon – June/ July 2023
- NE Monsoon – November/ December 2023

2.1.6 Data collation

The data will be collated using excel with the spreadsheet used for the pilot study being reviewed and refined as part of Stage 1. An introduction to the spreadsheet will form part of the pre-survey training to ensure that the data requirements and units etc are fully understood by the interviewers in advance of the interviews. The spreadsheet will have the required calculations embedded to enable the analysis of the results.

2.1.7 Analysis

As with the pilot study, embedded calculations in the spreadsheet will allow for detailed analysis of the results, which can be further interrogated through the use of basic statistics. This statistical analysis would add to the value of the work and potentially identify additional meaning with respect to the results.

2.1.8 Hot spot analysis

Given sufficient data collection, hot spot analysis would represent a significant outcome for the ALDFG survey. Whilst the pilot study only picked up a limited amount of spatial data relating to ALDFG events, the intention is to ensure this is collected in the next survey. The data collected should not only include location specific attributes of latitude and longitude to identify specific incidence of ALDFG events but should also map the size of events in terms of weight (kg) lost. To aid the development of hot spot analysis, the weight attribute for the ALDFG events could be categorised using the following ratio scale:

1. 0 - 50kg
2. 51 - 199kg
3. 200 - 499 kg
4. 500 - 999kg
5. > 1000kg

To enable a heat map to be drawn, the symbology function within the QGIS can be used to better present the attributes. Further analytic capability could also be added through the use of additional data layers such as the location of fishing grounds or Marine Protected Areas (MPAs). This would represent the basis for both vulnerability and spatial risk mapping.

2.2 Plastic value chain analysis (PVCA)

An additional approach that ERC have used previously for plastics in the Palestinian Territories of the Gaza Strip and West Bank, is to carry out value chain analysis. The plastic value chain for fishing gear spans upstream activities such as importation and raw material processing and production of gear through to generation and management of plastic waste and end-of-life gear. It is therefore important to systematically review the various stages of the value chain during data collection and analysing flows quantitatively and qualitatively to identify the strengths and weaknesses of the VC. Utilizing data on the importation of gear from the UN Comtrade database as well as national statistics on the manufacture and recycling of gear, the value chain can be modelled to provide an overview of the quantitative life cycle flow of fishing gear through the economy, as well as a different source of data on aspects such as replacement rates, and costs etc.

It is likely that other than secondary data sources, this will require both stakeholder mapping within the value chain supported by a series of Key Informant Interviews (KIIs) with actors, including net manufacturing companies, importers of fishing gear, wholesale and retail sellers,

from identified locations. These KIs will also support the work through the calculation of weights, lengths, depths etc, of different types of fishing gear used in Sri Lanka, along with a typology of gear, including local names where applicable.

The benefit of value chain mapping and analysis is that it would enable the triangulation of fishing gear and its life cycle and it will offer greater insight into the potential for any interventions on ALDFG.

ERC have previously used the UNEP/IUCN National Guidance for Plastic Pollution Hotspotting and Shaping Action toolkit to carry out PVCA work though other methods do exist and will be explored as part of Stage 1 of the project research in order to choose the appropriate technique. This will be decided upon and included within the detailed data collection report (D2).

2.3 Ground-truthing

Ground truthing the location of ALDFG can be delivered both at sea or onshore. This can be conducted in two ways. Firstly, the project team will visit coastal locations suggested as 'hot spots' areas by the survey data to verify the accumulation of ALDFG and document this as a sink. A rapid survey of the composition of litter accumulated in selected shorelines will also provide another layer of data to map the incidence of waste gear.

Secondly, ERC will enlist a small selected group of a minimum of 10 multi-day boat skippers to collect visual evidence (photographs or short video clips) of incidences of marine litter/ghost gear being accumulated in the sea. Using GPS coordinates, this will provide robust data on locations and incidence of ALDFG in and around Sri Lankan waters.

Skippers will be selected on a willingness to participate basis with a target of at least 2 targeted per district. To incentivize skippers, a nominal sum (£1) will be paid per observation up to a maximum, to be agreed. This will be set within the detailed project planning phase (D2).

2.4 Ocean modelling

While a general sense of ALDFG hot spots can be ascertained from the survey data and supported by the ground-truthing as stated, a more accurate sense of the ALDFG areas and threat would be invaluable for forward planning to mitigate the adverse effects. For this, more innovative ocean modelling would be required with analysis of ocean currents and circulatory potentially providing useful information for ocean management and conservation planning. Quantification of such connectivity requires cutting-edge high resolution models of ocean currents and lagrangian techniques to establish key circulation pathways.

The use of ocean modelling to track the path of ALDFG using the spatial ALDFG event data collected in the survey would be highly innovative and using GIS, would allow for the mapping of vulnerability, sensitivity and risk in relation to marine protected areas or areas of high biodiversity value. It would also help with targeting clean up interventions.

2.4.1 Ocean models and data sets

To identify the key sources and sinks of marine pollution, it would be possible to use a database containing lagrangian circulation pathways the period of 1990-2099. The future projections of the ocean currents used for this database were conducted under the SSP370 scenario which represents the medium to high end of the range of plausible future emission pathways. The database was built based on a two-step approach described in Popova et al (2019) using the offline Lagrangian particle-tracking package (PARCELS), driven by ocean circulation output from a simulation of the Nucleus for European Modelling of the Ocean (NEMO) model. The model has been extensively validated globally and in a range of regional applications including identification of circulation pathways (e.g. Popova et al., 2016, 2019; Kelly et al., 2020; Gennip et al., 2020; Jacobs et al., 2022).

PARCELS is a Lagrangian modelling package that uses circulation output (i.e. simulated velocities) from ocean general circulation models to drive and track the movement of particles. This approach has the advantage that it can be run 'offline' using pre-existing runs of an ocean circulation model at considerably lower computational cost than running the full high-resolution model. This low cost facilitates large ensembles of lagrangian simulations to identify the advective pathways – and their variability – in modelled ocean circulation. To build a data base, PARCELS was run both forwards and backwards in time – i.e. it can be used to either calculate where particles from a given location will go, or where they would have come from.

For our lagrangian experiments, a 1/12° configuration of NEMO future ocean projections provided the ocean circulation field. This resolution corresponds to a horizontal grid of approximately 7 km, sufficient to be eddy-resolving or at least eddy-permitting throughout the World Ocean. Output from this run of the NEMO model is saved at a 5-day frequency, and it is this (pre-existing) output that was used to drive the Lagrangian experiments discussed above.

2.4.2 Key outputs of the modelling

- Analysis and visualisation of the key features of the present-day ocean currents and their future changes under SSP370 emission scenario (Decade 2050-59)
- Visualisation of the circulation pathways
- A range of connectivity indices describing the strength of connectivity between potential sources of pollution identified in the survey and presented as a map of Sri Lanka
- Identification and mapping of the key locations of current and future potential marine debris accumulation areas using the key pollution areas

3.0 OUTREACH ACTIVITIES

3.1 Stakeholder engagement

The core approach to outreach is that of stakeholder engagement. As a process, stakeholder engagement represents a means of democratising a situation, and is acknowledged as a fundamentally important activity within environment governance, where key actors are drawn together to drive improvements in resource management. Stakeholders can be defined as any group or individual that has a 'stake' in the situation with primary categories of stakeholder being either (1) those who have an influence on the situation (e.g., policy makers, regulators); (2) those who have (or are perceived to have) an impact on it, or are impacted by it (e.g., resource users/ fishers, fisher communities); and, (3) those who have a common interest in the situation. These might include individuals or groups indirectly impacted by it or organizations, such as NGOs who have an intellectual interest in it.

The purpose of the outreach activities is to raise awareness of the nature and impact of ALDFG on the marine environment and the mismanagement of end of life (EOL) fishing gear, as well as to stimulate thinking around how change could be instigated whether that be behavioural change at the fisher, community, or societal level; sectoral or industry lead; or as a result of policy development and institutional governance.

In order to do this, ERC will take a multi-pronged, multi-step approach to engage stakeholders at different levels and develop outreach material such as presentations, posters, brochures and articles that will be adapted to the audience and prepared in English, Tamil and Sinhala.

3.1.1 Stakeholder mapping

A first step in developing a coherent stakeholder engagement plan will be in mapping the key stakeholders, including an identification of their respective roles, responsibilities and relationships with the issue of ALDFG. Through 'top-down' analytical categorisation of stakeholders this will include the following groups:

- i) Governance
- ii) Fishing industry and fisherfolk community groups and representatives
- iii) Fishing gear supply chain
- iv) Ports, harbours and landing site representatives
- v) Waste management infrastructure and services; recycling companies and industry
- vi) Environmental organisations and relevant NGOs
- vii) Academic and research interests

Given ERC and CEPA's knowledge of the issue and the stakeholders in Sri Lanka this will be a straightforward process but a useful exercise to identify the key actors. This will be presented in the detailed outreach planning report (D3).

3.1.2 Stakeholder engagement meetings at the national level

A series of meetings will be held with key stakeholders, including the representatives of government authorities such as the Ministry and Department of Fisheries and Aquatic Resources, National Aquatic Resources Research and Development Authority (NARA), Ocean

University of Sri Lanka, trade associations representing fishing gear manufacturing/trading in Sri Lanka, to introduce and create awareness regarding the study. These meetings will also be useful in identifying the actors in value chain of fishing gears. Further, we will also discuss the outreach activity plans including the action research component of the study with these stakeholders to identify feasible interventions and locations for implementation.

3.1.3 Stakeholder engagement workshops at the regional level

Regional level workshops, targeting regional DFAR representatives and fisher communities will be held in two phases. The first series of workshops will be conducted at the start of the first phase of fisher surveys in March / April 2023. A total of 5 face-to-face workshops will therefore be conducted in the 5 study sites at the outset of the work.

The workshops will introduce the survey, and identify interested skippers to ‘ground truth ALDFG location data’. The project plans, including the aims of the outreach activities will be shared with the participants at this stage. These workshop will be facilitated by CEPA Senior Researchers, with the participation of the ERC team leader. The workshops will be conducted in the appropriate local languages; Sinhala or Tamil, depending on the language spoken by the majority of participants and any materials used for the workshops will be made available in local languages.

These workshops are designed to be interactive sessions with a brief input by the study team based on the findings of the pilot study implemented in 2021. Following this input session, a facilitated group discussion will collect qualitative observations and experiences of ALDFG events, disposal methods used at present, awareness or training received on the topics of marine pollution, ALDFG and waste disposal, measures in places to minimise pollution and maximise effective collection, reuse and recycle practices and identify practical recommendations from the fisher community.

This session will also include a discussion around the ‘trajectory of fishing gears’. In this session we will map out the life-cycle of fishing gear used in the area, from the point of purchase to end of life. Apart from raising awareness on ALDFGs, this discussion will also serve the purpose of collecting qualitative evidence on end of life fishing gears, understand the attitudes towards ALDFG/EOL and the presence of local and regional activities in the area regarding value addition. These workshops will be systematically documented.

3.1.4 Dissemination workshops and recommendations for next steps

The second phase of stakeholder engagement will take place at the end of the survey work and will include both a national level workshop with key policy-related stakeholders and industry representatives as well as a series of regional workshops to share and validate the findings of the survey and qualitative results with local fishing communities. Similar to the previous phase, a total of 5 regional workshops will be conducted in the five study locations. These discussions will be documented and used to further refine the study findings and the report.

The national level workshop will disseminate the findings of the research and discuss the potential uptake of the lessons learnt from the action research. We will also use this opportunity to discuss the potential replication of the study of this nature and critical gaps related to ALDFG and management of EOL fishing gear for sustainable resource use.

3.1.5 Other outreach activities

In addition to the core components mentioned above, there will be a series of supplementary activities performed:

- Posters: Portraying the importance of reusing and recycling better management of EOL gears to be made available to the fisher societies, community halls, DFAR district office, harbour office and fisher cooperative offices.
- News paper articles: The main findings of the study will be published in local news papers, in English, Tamil and Sinhala languages to reach the audience beyond the direct set of stakeholders and to create an awareness among the population beyond the coastal communities relying on fisheries and the stakeholders related to the fishery industry.
- Journal article: The findings of the study will be published in a refereed journal to reach out to the international policy and academic audience.

3.2 Action research

An innovative approach to engagement and data collection is action research, or research that reflects and critiques transformative change through social action. An action research component is proposed as an optional activity to pilot an intervention to encourage communities to mitigate ALDFG. The decision regarding the location and the type of action will be made based on the data collected during the detailed outreach project planning (D3) and in consultation with key stakeholders. Currently there is no system of reporting ALDFG events or observations, both of which would be of value in managing the problem going forward. This could be established for fishing communities at a case study location, where monitoring of waste collection points could also be carried out to better understand the challenges and limitations of such efforts. This could link into the outreach programme but also be used to support research into behavioural change.

In assessing reported quantities, as well as use of waste facilities, a feasibility assessment could be made of the options for EOL gear and greater circularity through interventions aimed at recycling, reuse or disposal. A targeted study of recycling efforts could also focus on the potential for net / gear buy-back schemes, with the specific aim of providing practical and robust policy recommendations to address ALDFG issues. This buy-back component is already working in some locations (Negambo lagoon and Jaffna lagoon) with the Lanka Environment Fund and private companies such as JKP Homes, potentially providing an opportunity for collaboration and partnership.

It is therefore proposed that action research should be carried out on the introduction of the buy-back system, including strengthening of collection and responsible disposal of fishing gear. (See [Waste Less A Bay | Pottuville | Facebook](#) for a potential intervention to engage with and strengthen). The project team will therefore engage with the Lanka Environment Fund to implement the action research to collect data on the scheme and to support it where possible in delivering change.

This will be discussed as part of the inception phase of the project with the potential for additional seed funding to scale the project or trial elsewhere as a participatory, community-driven exercise facilitated by CEPA with the input from ERC and Cefas.

At the end of the activity, the research team will have a reflection session with the fisheries organisations on the learnings, and the challenges for potential replication of such an intervention. These reflections and the outcomes of the action research will be presented in a separate report.

4.0 PROJECT WORK PLAN

The project work plan is presented in Table 3. The table identifies the schedule of activities over the duration of the project and includes the milestones identified relating to the submission of deliverables D1-14.

Table 3: Project timeline

Stage	Activity	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
	Contract award	1													
Stage 1: Scoping, design & planning	Inception meeting														
	Inception Report (D1)	D1													
	Detailed project planning for data collection report (D2)		D2												
	Detailed project planning for outreach activities report (D3)		D3												
Stage 2: Data collection and analysis	Review and agree final questionnaire with CEFAS														
	Translate the questionnaire into Tamil and Sinhala														
	Survey training and guidance resources (D4)		D4												
	Outreach facilitation and resources (D5)		D5										D5		
	Survey planning and sampling protocol														
	ALDFG survey														
	Collate data														
	ALDFG analysis														
	Hot spot analysis														
	Plastic value chain analysis (PVCA)									D7		D9			
	Ground-truthing														
	Ocean modelling														
Stage 3: Outreach	Stakeholder mapping														
	Stakeholder engagement meetings (national)														
	Stakeholder engagement workshops (regional)														
	Dissemination workshops and recommendations														
	Other outreach activities														
	Action research													D14	
	Draft ALDFG report (D6)												D6		
	Draft Plastic Value Chain Analysis (D7)									D7					

Stage 4: Reporting & Delivery	Final ALDFG report, including all data and metadata (D8)														D8
	Final Plastic Value Chain Analysis (D9)											D9			
	Ground-truthing ALDFG report (D10)												D10		
	Ocean modelling and spatial risk report (D11)														D11
	Draft stakeholder engagement and outreach report (D12)													D12	
	Final stakeholder engagement and outreach report (D13)														D13
	Action Research report (D14)													D14	
Project Management	Progress meetings (P)	P	P	P	P	P	P	P	P	P	P	P	P	P	P

5.0 PROJECT MANAGEMENT

The purpose of project management is to ensure the effective and successful delivery of the project and to provide clarity with regards the project deadlines, budget and the quality of the deliverables. Communication, co-ordination, monitoring and reporting are fundamental and key aspects of delivering effective project management. In order to achieve this, the ERC team leader and project manager, will establish effective communication and engagement with both the client and the sub-contractor and act as a single point of contact for all project team interactions across all work streams and activities. The approach to the contract will therefore involve fully engaged interaction with both the Cefas team members and contract lead, and CEPA to enable a positive team culture and foster a co-created and collaborative environment for problem solving.

The detailed project plans for both data collection activities and outreach (D2 and D3) will also specify a weekly schedule including key milestones against which progress in the project can be assessed and reported to Cefas and CEPA. The team leader will be in constant contact with CEPA to monitor progress against targets and manage risks should they arise. It is proposed that the team leader will also hold bi-weekly progress meetings with the CEFAS contract lead to report on progress.

Whilst there are a number of methodological approaches to project management that could be employed to deliver the ALDFG project successfully (i.e., the waterfall approach, agile methodology, or critical path analysis *inter alia*), a hybrid approach is proposed as a more pragmatic solution that focusses on the needs of the situation. Part of the focus of the project management will be in considering an ongoing and live assessment of the project risk which can then be characterised qualitatively to help determine the areas of work that require mitigation. Rather than a linear approach such as the waterfall methodology, the hybrid approach will allow targeted mitigation measures to be developed and applied as and when they arise to reduce the risk and ensure successful project outcomes.

The ERC team are experienced at delivering projects on time and to a high standard with the operational aspects and managerial capabilities provided by dedicated ERC staff that form the Project Management Unit (PMU), comprising of (at least) the Team Leader / Project Manager, and the Financial Manager. The PMU has overall responsibility for delivery of the project and for communications with the team and the client or contractor, as applicable. The PMU provides the administrative and logistical, contractual and financial, risk management and mitigation for the project and ensures the correct implementation of ERC's Quality Assurance and Control system, as discussed in response to technical question 1.9.

6.0 RISK MANAGEMENT

Risk management is a live process that will continue throughout the lifecycle of the project. It is a planning tool that includes risk identification, assessment, and mitigation as its key components with the objective being to decrease the probability and impact of adverse events impacting on the success of the project.

6.1 Risk identification

Although ERC has used the Cefas ALDFG questionnaire previously for the purposes of the pilot study conducted in Sri Lanka in 2022, limiting the scope of risks with respect to understanding the brief, one risk lies in the capacity of the ERC/CEPA team to scale up this research and survey a larger representative sample of Sri Lankan fishers. Other key risks lie in the ability of the Team to generate enough interest among stakeholders/fishing communities to attend outreach events as well as the risk of the ERC Team not being able to complete the deliverables successfully to a high standard and on time.

However, whilst these are all risks that should be considered, more prominent ones lie in the continued political and economic crises which impacts the country. For example, irrespective of the current IMF bail-out package that is being negotiated and agreed, the high inflation rates, depreciation of the LKR, and lack of fuel supplies still impact transport across the country and coastal livelihoods more generally. With respect to the project, the key concern is associated with the costs of the respective survey and outreach activities, in particular transport, accommodation etc. This is already large but the concern is that this may continue to increase throughout the project duration.

The following risks therefore can be identified:

- A misunderstanding of the brief.
- Effectiveness of the research planning and poor data return.
- Inaccessibility of relevant survey respondents
- Inability of the team to generate interest in outreach events
- Inability of the team to perform to the required standard in delivering outputs.
- Inability of the team members to perform as a result of health or the impacts of Covid.
- Unpredictable economic challenges impacting the project activities
- Political unrest impacting the project activities

6.2 Risk assessment and mitigation

Risk assessment is based on the utilisation and application of the standard risk assessment matrix as shown in Figure 2.

Whilst quantitative risk assessment is difficult based on the available information, it is possible to consider qualitative risk characterisation based on the application of both the probability that a particular risk might occur, and the likely impact that such an occurrence would have on the successful delivery of the project. In considering the risks identified, and using the risk matrix, we can characterise the risks without consideration of mitigation and management, as shown in Table 4. Based on the risk assessment, there are 8 key risk areas that need management with the mitigation measures highlighted.

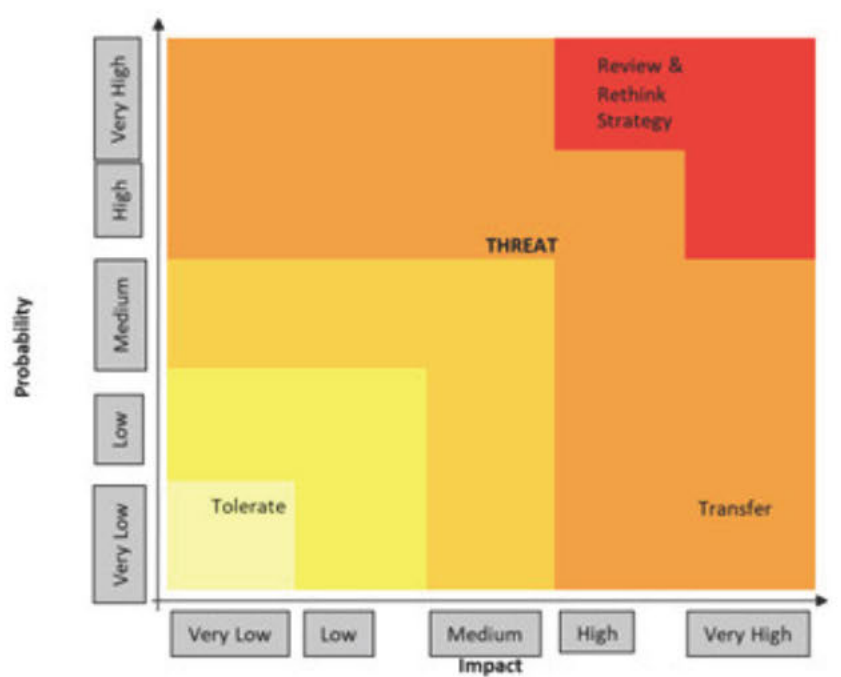


Figure 2: Risk matrix

Table 4: Risk register and characterisation

Risk	Characterization without mitigation	Mitigation measures
A misunderstanding of the brief	Low risk	Inception meeting clarification and on-going communication and progress updates with Cefas plus the ERC team is highly experienced in this field of work.
Effectiveness of the research planning and poor data return	Low risk	ERC are very experienced in research planning and the pilot study has also enabled lessons to be learned and improvements to be made to the data collection. In communication with Cefas however, methods can be adapted as required to ensure appropriate data collection.
Inaccessibility of relevant survey respondents	Low risk	ERC and CEPA are very experienced in fisher surveys and data collection in Sri Lanka. The pilot study has also enabled lessons to be learned.
Inability of the team to generate interest in outreach events	Low risk	ERC and CEPA have extensive contacts within the fishing community in Sri Lanka, as well as other relevant stakeholders, and these will be used, along with a snowballing technique to ensure high levels of participation in stakeholder outreach events.

Inability of the team to perform to the required standard in delivering outputs	Low risk	The ERC team is proven, with a good track record in this field of work.
Inability of the team to perform as a result of health issues / the impacts of Covid	Low risk	Team working approach with additional ERC Associates to be used as required, plus additional research assistants from the CEPA team.
Economic unpredictability in Sri Lanka	Medium risk	Constant currency monitoring and advice from financial institutions will allow costs to be tracked. Planning ahead could also enable fixed rates to be secured. In addition, research assistants will be hired in the study locations to minimise transport costs and potential disruptions due to impacts on the transport networks.
Political unrest in Sri Lanka	Medium risk	Outreach activities are planned as 'in person' both in Colombo and the regions. If travel restrictions come into force due to political unrest, alternative methods and platforms will be considered, in close consultation with the Cefas team.

APPENDICES

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Appendix 2

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Community surveys and outreach events on Abandoned, Lost or otherwise Discarded Fishing Gear (ALDFG) in Sri Lanka

CEFAS22-166

1.6 Project team and delivery

**Contract tender to Cefas
January 2023**



Evolved Research and Consulting Ltd
Heatherlands, Jordan's Lane, Sway, Lymington SO41 6AR

SUMMARY

Project title:	Community surveys and outreach events on abandoned, lost or otherwise discarded fishing gear (ALDFG) in Sri Lanka CEFAS22-166
A proposal from:	Evolved Research and Consulting Ltd
Company number	11988707
VAT registration number	332997273
Contact person/ Project lead	[REDACTED]
Phone:	[REDACTED]
E-mail:	[REDACTED]

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PROJECT TEAM AND DELIVERY

1.0 INTRODUCTION

This tender is a response to an ITT issued by Cefas to conduct data collection, and an associated outreach programme, on Abandoned, Lost or otherwise Discarded Fishing Gear (ALDFG) and end of life (EOL) fishing gear in Sri Lanka. The work is funded through the Ocean Country Partnership Programme (OCP) delivered under the Blue Planet Fund. It builds on a previous pilot study conducted in 2022 and contributes to the UK government's aid strategy for developing countries.

Having previously worked together on the pilot study, Evolved Research and Consulting Ltd, as prime contractor, and the Centre for Poverty Analysis (CEPA), based in Colombo, Sri Lanka, as sub-contractor, will continue their relationship and deliver the project successfully. This document addresses technical question 1.6 by outlining the ERC team structure, including key team roles and responsibilities as well as team member biographies, with CVs included in the appendices. In addition, the document also outlines key elements of the contract and project planning including monitoring, reporting and delivery of the project, as well as how ERC will manage the relationships with Cefas and CEPA.

2.0 PROJECT PLANNING

As discussed in Section 1.5, the proposed project is phased and defined in a series of stages and activities, as described in Figure 1.

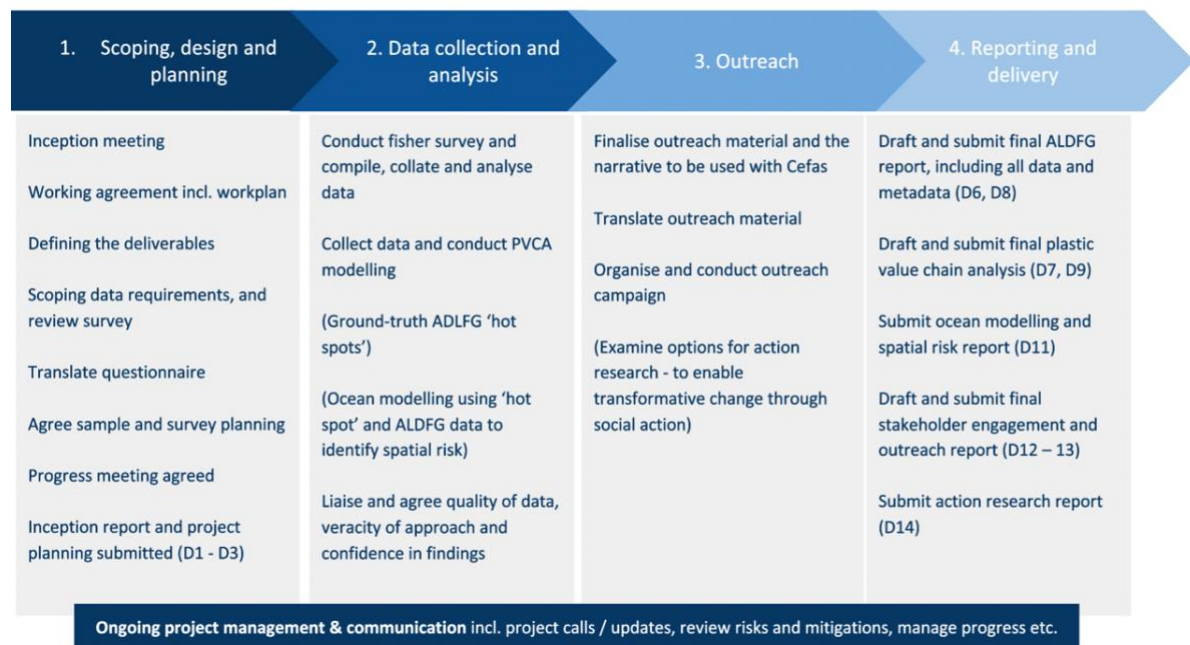


Figure 1: Methodological stages

2.1 Project planning, monitoring and communication

Effective project planning is key to ensuring the successful delivery of the project. Communication, co-ordination, monitoring and reporting are all fundamental and key aspects of delivering a successful project and in order to achieve this, the ERC team leader, will establish effective engagement with both the client and the sub-contractor, acting as a single point of contact for all project team interactions across the various work streams and activities. The interaction with both the Cefas team members and CEPA will enable a positive team culture and foster a co-created and collaborative environment for problem solving.

Stage 1 of the project framework is important in this respect as it will to develop an agreed understanding of the project goals, the approach and planning. A key element of Stage 1 is the inception meeting, with the agenda including specific reference to all operational aspects of the contract including the project monitoring and communication. The regularity and nature of communication between the project team and Cefas will be agreed during this meeting, with ERC proposing that progress meetings between the ERC team leader and the Cefas team be held bi-weekly throughout the duration of the contract, subject to need and variations in project intensity over that period. In addition, the ERC team leader will be available as required, throughout the contract duration.

The ERC team are experienced at delivering projects on time and to a high standard. To ensure this is the case, detailed project plans will also define a weekly schedule based on the timing and delivery of project activities, including the data collection and survey work, including the plastic value chain analysis (PVCA), and the outreach activities. Milestones will be defined and agreed as part of the inception phase of the work and monitoring will be conducted throughout the duration of the project. Progress against these agreed milestones will be constantly assessed and reported as part of the regular progress meetings. The Team Leader will also be in constant contact with CEPA to monitor progress against targets and manage risks should they arise.

As an outcome of this inception phase of the project, a detailed project plan and inception report will be submitted as deliverable D1, with the detailed project plans for both stakeholder engagement and outreach being delivered as D2 and D3 respectively.

2.2 Project reporting and delivery

Effective reporting is a key part of delivering the projects on time, in budget and to a high standard. In part it is an on-going process that links into the progress monitoring, meetings and communication that have been discussed in Section 2.1. However, it also relates to the deliverables of the project as defined and agreed as part of the scoping and planning process. It therefore also represents Stage 4 of the project framework.

For the purposes of this tender, the key deliverables, identified from the specification of requirements, and based on the completion of the optional activities for both the data collection and outreach activities as well as the core elements, are listed in Table 1. These are

subject to approval and agreement during the inception phase of the work and are identified here as being indicative to the successful delivery of the work.

Table 1 Project level deliverables

Deliverable (D)	Output
D1	Inception report
D2	Detailed project planning for data collection report
D3	Detailed project planning for outreach activities report
D4	Survey training and guidance resources
D5	Training facilitation and outreach resources
D6	Draft ALDFG report
D7	Draft Plastic Value Chain Analysis
D8	Final ALDFG report, including all data and metadata
D9	Final Plastic Value Chain Analysis
D10	Ground-truthing ALDFG report
D11	Ocean modelling and spatial risk report
D12	Draft stakeholder engagement and outreach report
D13	Final stakeholder engagement and outreach report
D14	Action Research report

Given the multi-faceted aspect of the project there will be on-going development of the project activities and subsequent deliverables across the contract duration, as highlighted in the implementation plan in response to technical question 1.5. This will require complementary workstreams involving data collection, analysis and reporting. Whilst the PVCA work will only be carried out once for example, the ALDFG survey work will be carried out 3 times over the period of the contract, whilst outreach will involve a number of different associated events as well as the action research. This means that the reporting and deliverables will be specific to the activities in question.

In general however, the process will involve data being collated at the end of each collection period prior to being analysed and drafted as an interim output. For the ALDFG survey work, these outputs will be reported as part of the on-going progress of the project and go toward the drafting of the final key deliverables. A similar approach will also be taken for the outreach programme and agreed during project liaison. The PVCA work will only be carried out once and will be drafted once the associated data collection and modelling is completed.

The draft reports will be compiled and submitted to CEFAS on time as agreed during inception. Feedback will be expected to critique these draft reports and /or clarify findings and remove misunderstandings. This will be incorporated to produce the final version of the reports.

As well as the reports, the collated databases (MS Excel spreadsheets) will also be made available along with any geographical (GIS) data layers of past trends and future projections as required and agreed during inception.

2.3 Managing relationships with Cefas and CEPA

To maintain a successful collaborative relationship between the contracting organisation – Cefas – and our sub-contractor – CEPA – the relationships will need to be based on three key factors:

- Clear, open and honest communication
- Mutual trust, respect and understanding
- Collaboration and joint problem-solving

Effective communication will be fostered through a commitment from ERC to information-sharing from the outset of the contract, with a view to developing trust and working collaboratively to successfully meet the project objectives. To facilitate this, bi-weekly meetings will be held with Cefas project team and the ERC team, whilst the ERC project lead will be available as appropriate throughout the duration of the contract.

In addition to this, as ERC and CEPA have previously worked together on the pilot study, ERC have confidence in CEPA's capability to deliver the work, and has a commitment to a relationship with CEPA that goes beyond the terms of this contract. This further contributes to building trust between the parties.

Finally, throughout the duration of the contract, ERC will pursue a collaborative approach to problem-solving that will ensure that problems are recognised and resolved quickly and effectively. This will be facilitated by clear lines of communication as outlined in more detail in Section 3.

3.0 THE ERC TEAM

The ERC 'team' comprises key members from both ERC and CEPA, as well as an optional extra in the form of [REDACTED] of the National Oceanographic Centre, Southampton who will work on the ocean modelling aspect of the contract if that were agreed as deliverable. The team structure including indicative roles are presented here with an organogram shown in Figure 3.

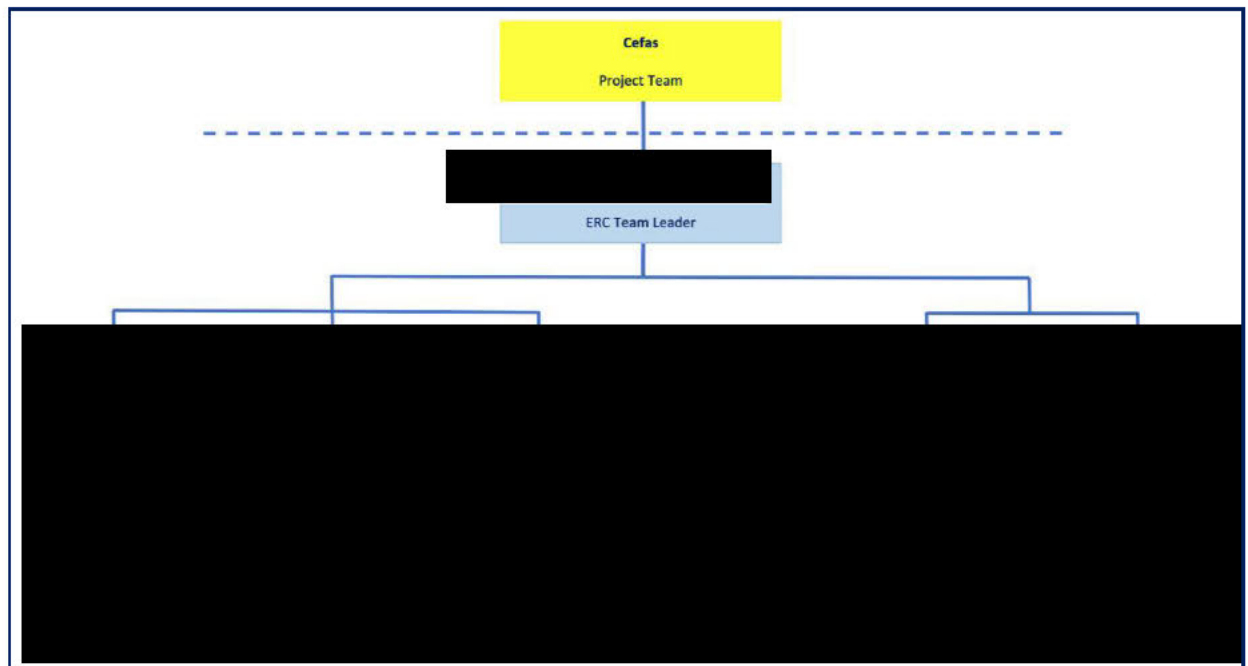


Figure 3 Project team organogram

3.1 Team structure and roles

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- Team Leader and main point of contact
- Survey design and planning
- Stakeholder engagement: workshop design, facilitation and training
- Action research: design and planning
- Data analysis
- Reporting, drafting and final submission of deliverables
- Project management

[Redacted]

- CEPA lead
- Survey translation (Sinhala)
- Sri Lanka in-country Interviews and data collation
- Survey collation
- Stakeholder engagement: workshop design, facilitation and training
- Action research: design and planning
- Support drafting deliverables

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- Stakeholder engagement: facilitation in Tamil
- Survey translation (Tamil)
- Training and recruitment of Research Assistants
- Sri Lanka in-country interviews
- Stakeholder engagement: support workshop facilitation and training

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- The team will also be supported by CEPA Research Assistants (RAs) as required for the survey work and data entry.

As shown in Figure 3, the team structure is clear and simple with straightforward lines of communication between the ERC Team Leader and members of both the ERC project team and the sub-contracting team at CEPA. There is also a simple line of communication with Cefas through the team leader, as a single point of contact.

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If it were seen as being one that is more substantive still then it will be discussed with the Cefas project lead and a solution found.

3.3 Team biographies

Brief biographies of the key team members proposed for this project, including reference to their areas of expertise, are as follows:

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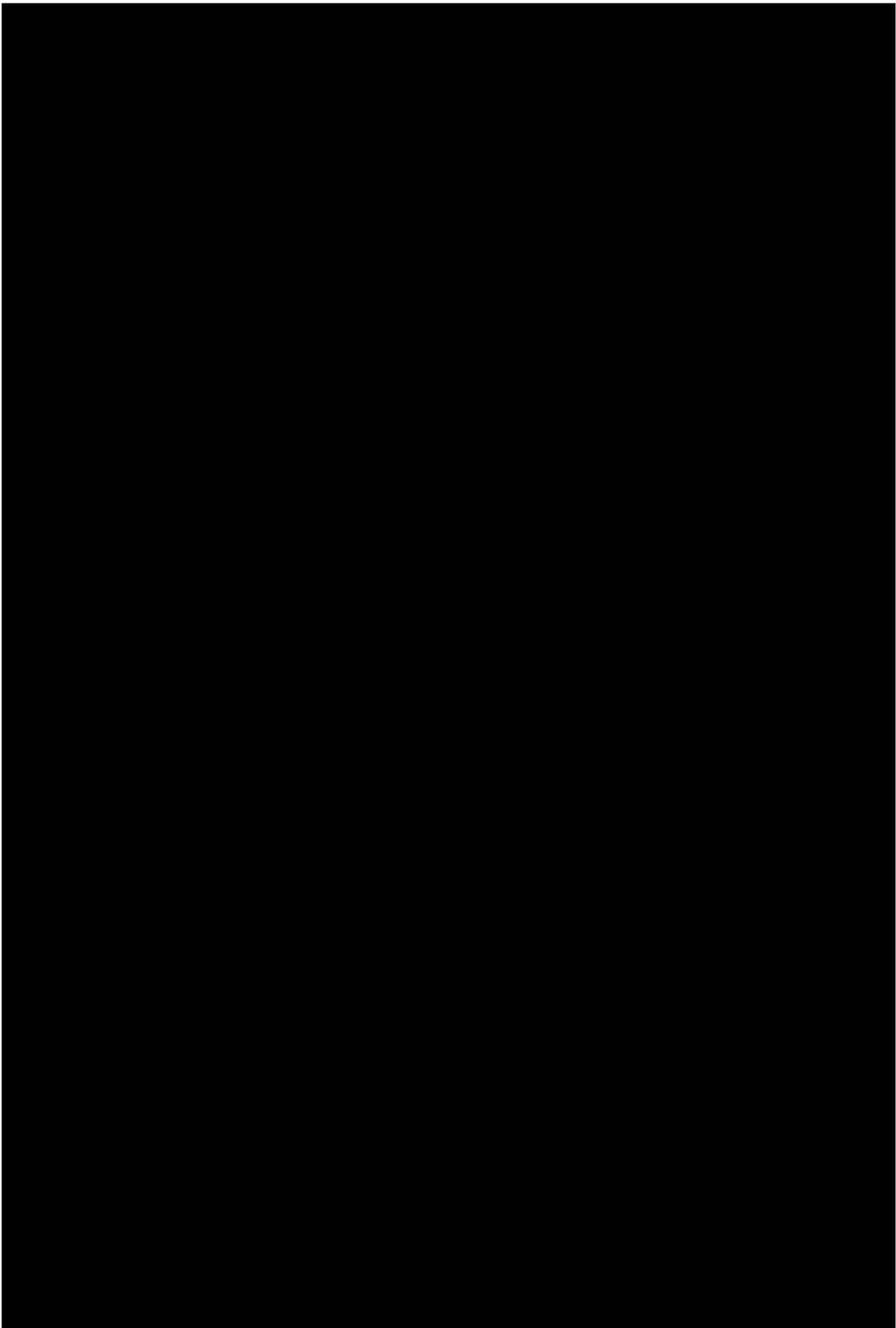
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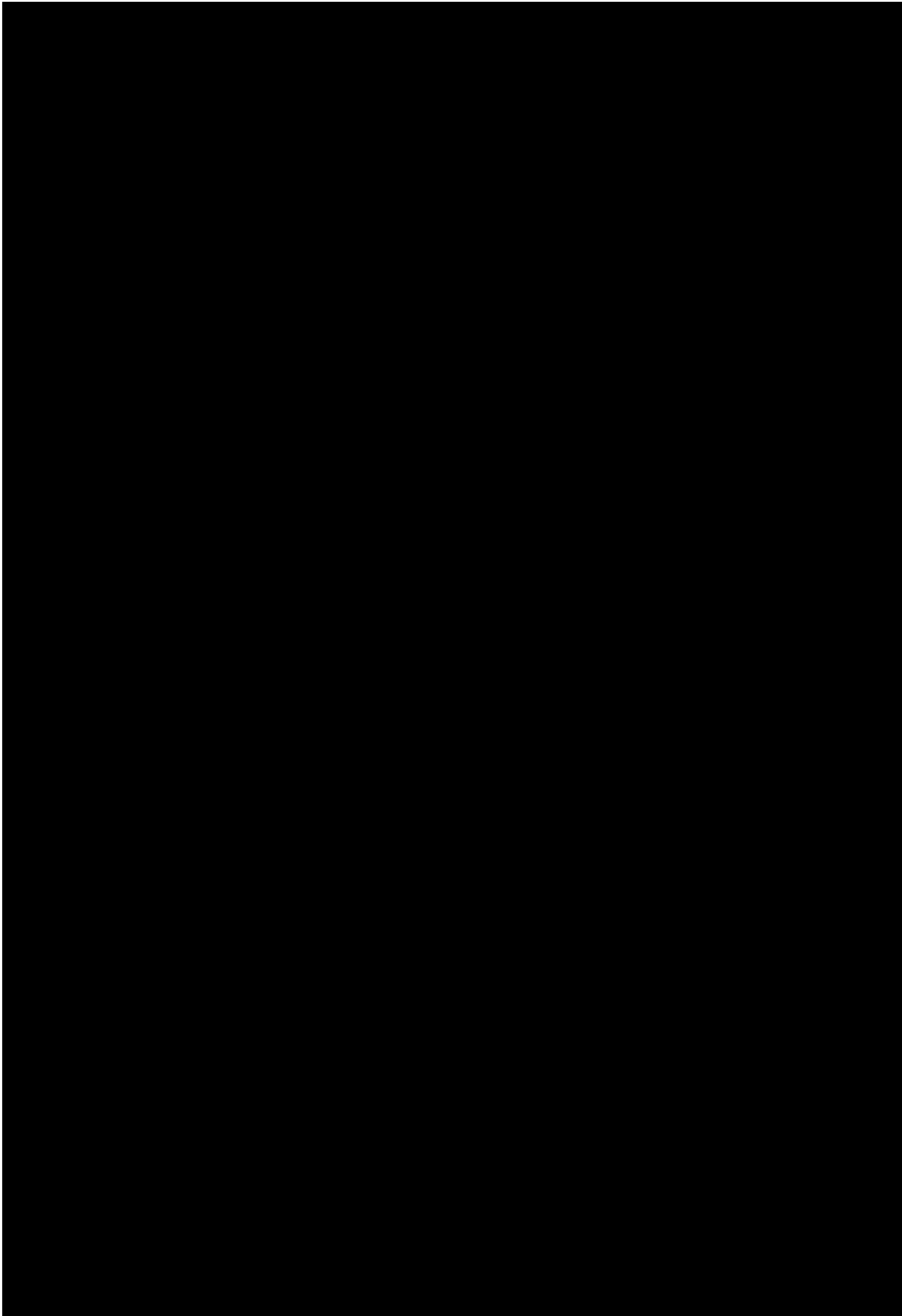
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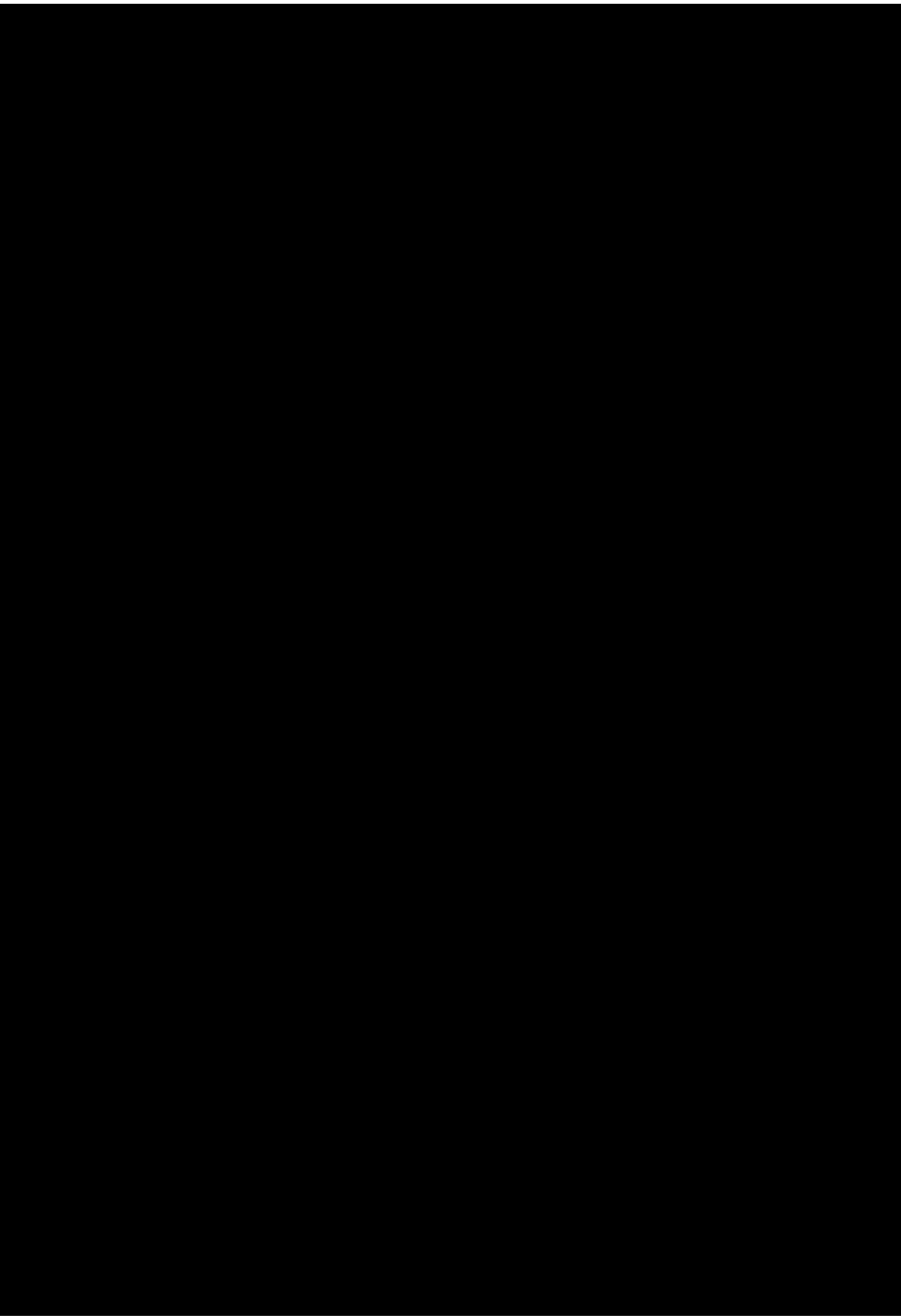
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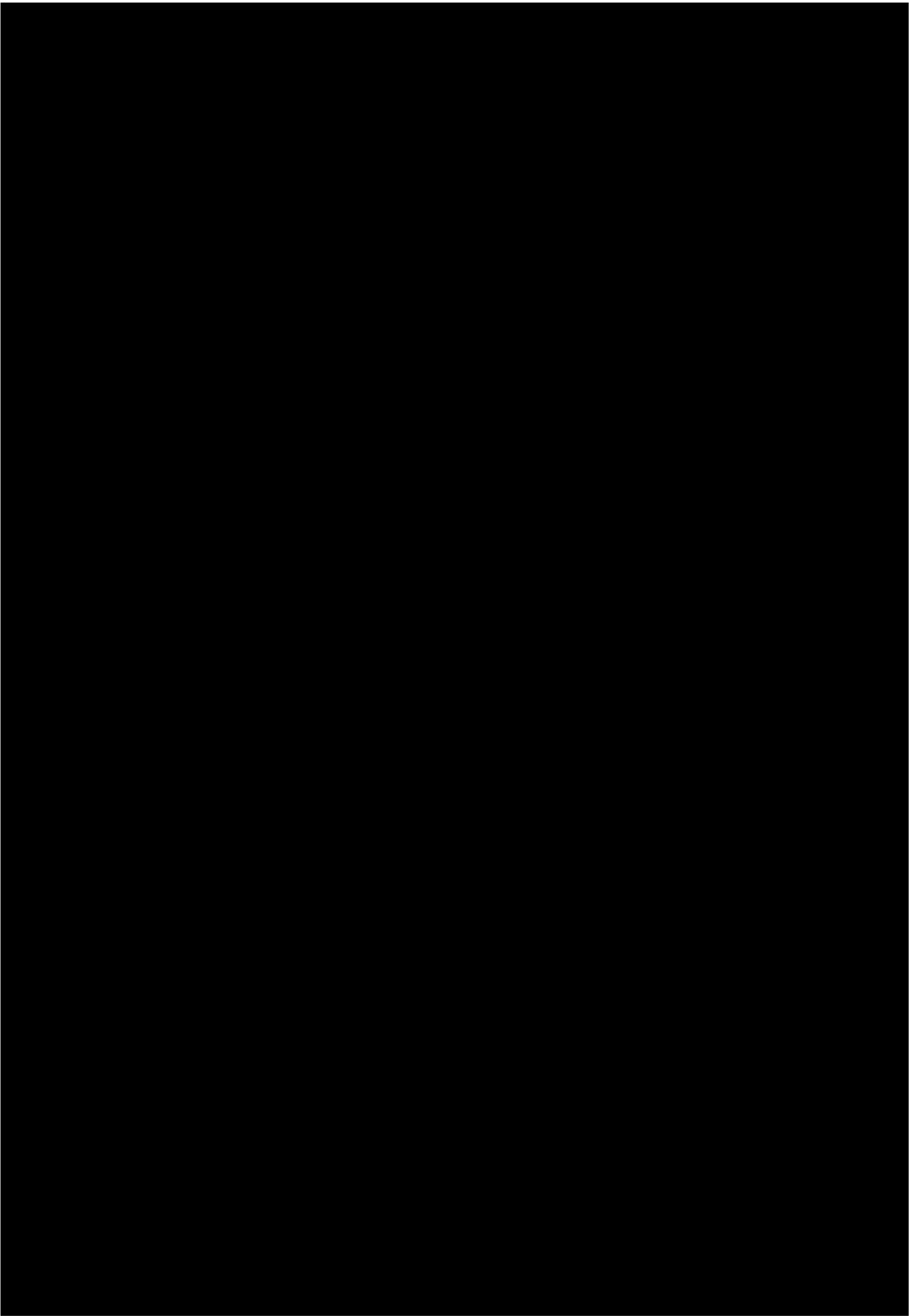
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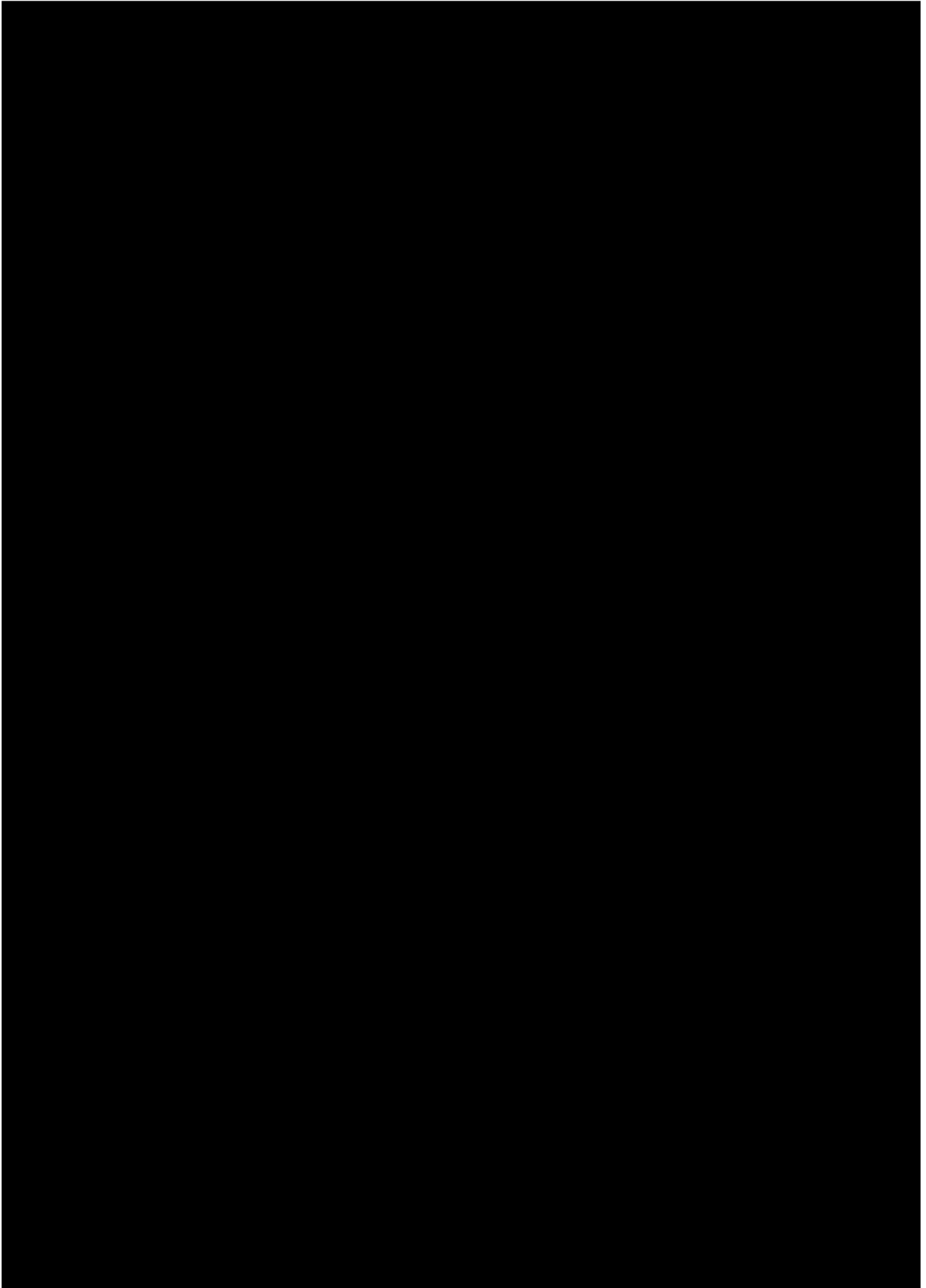
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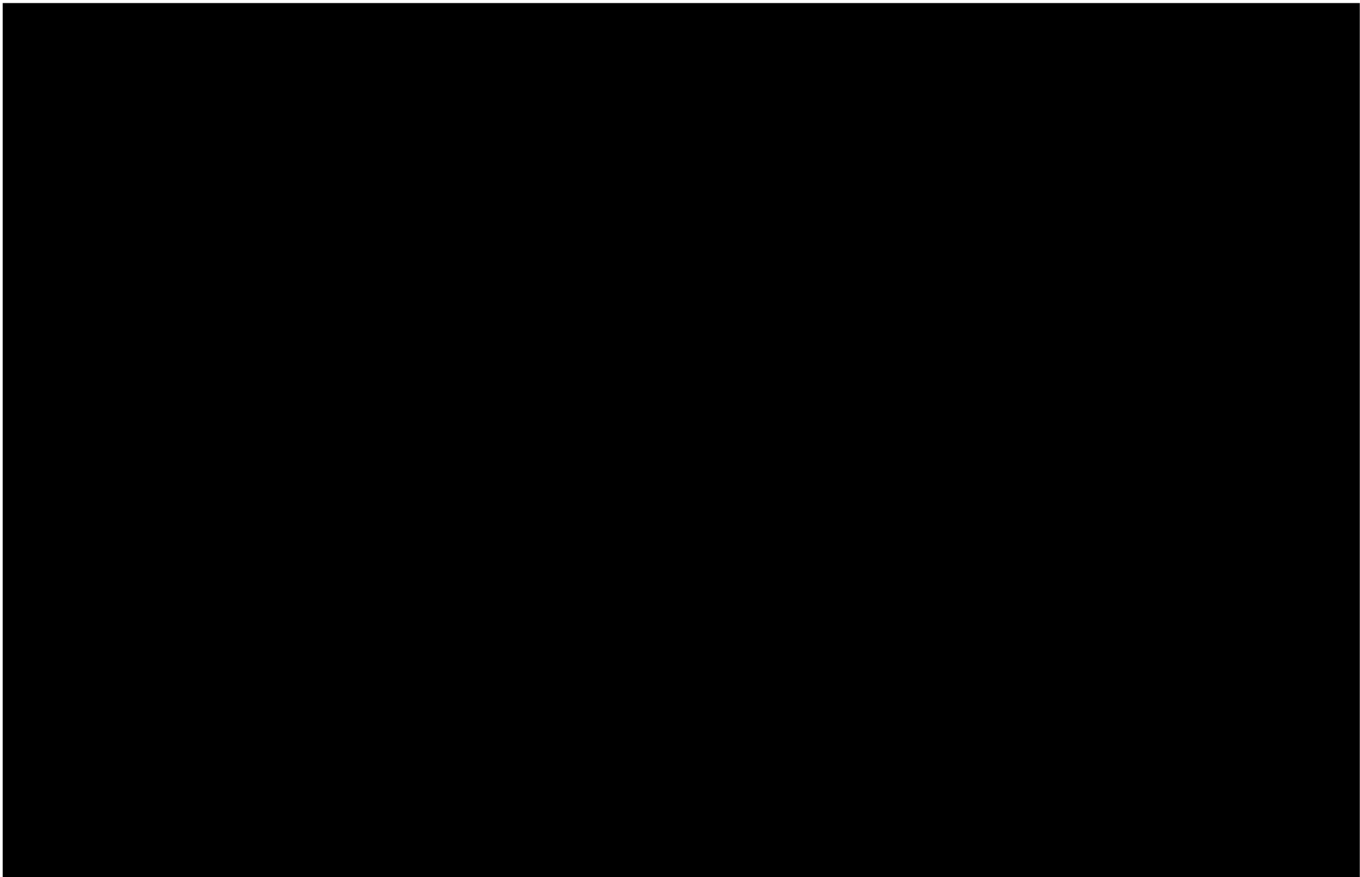


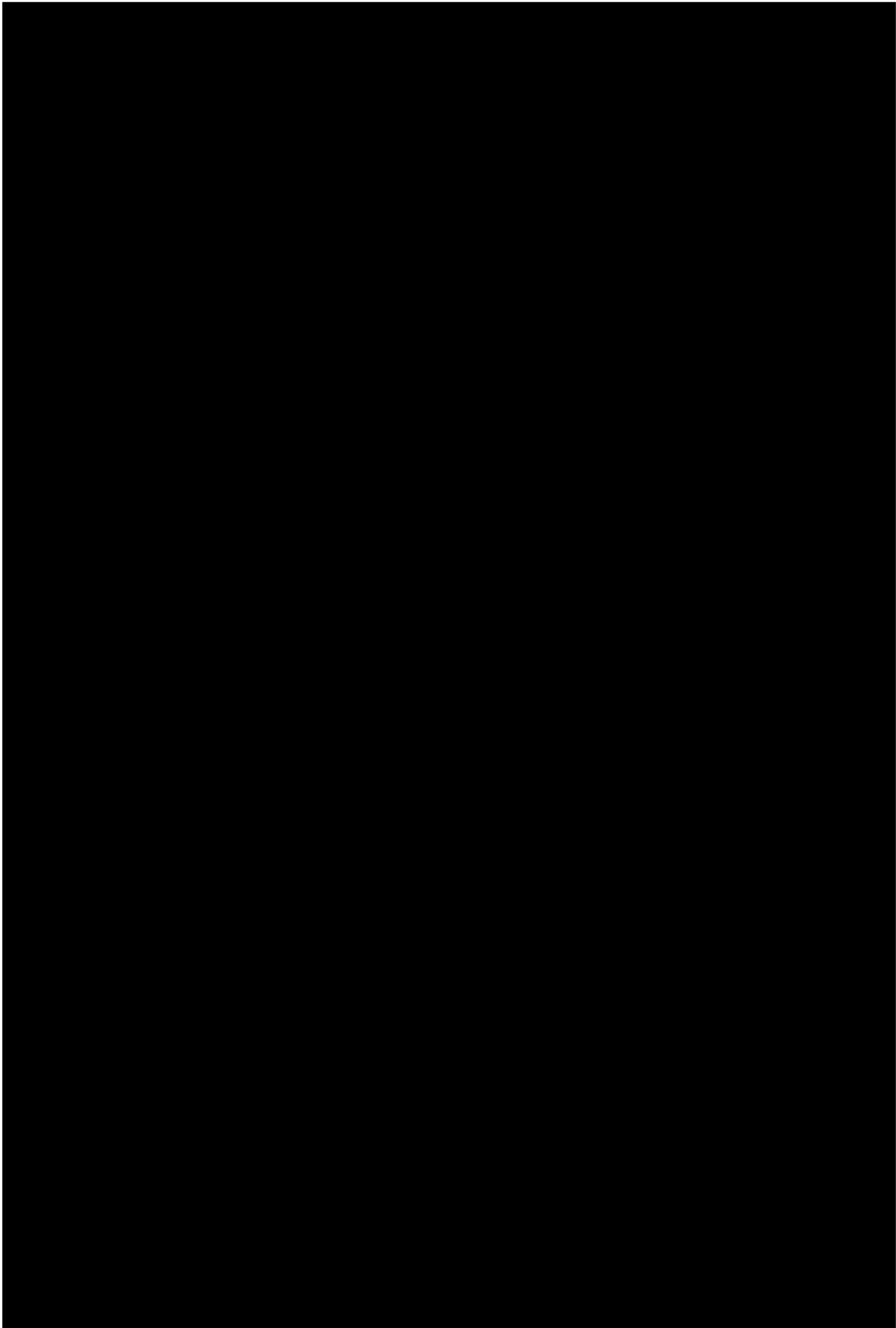


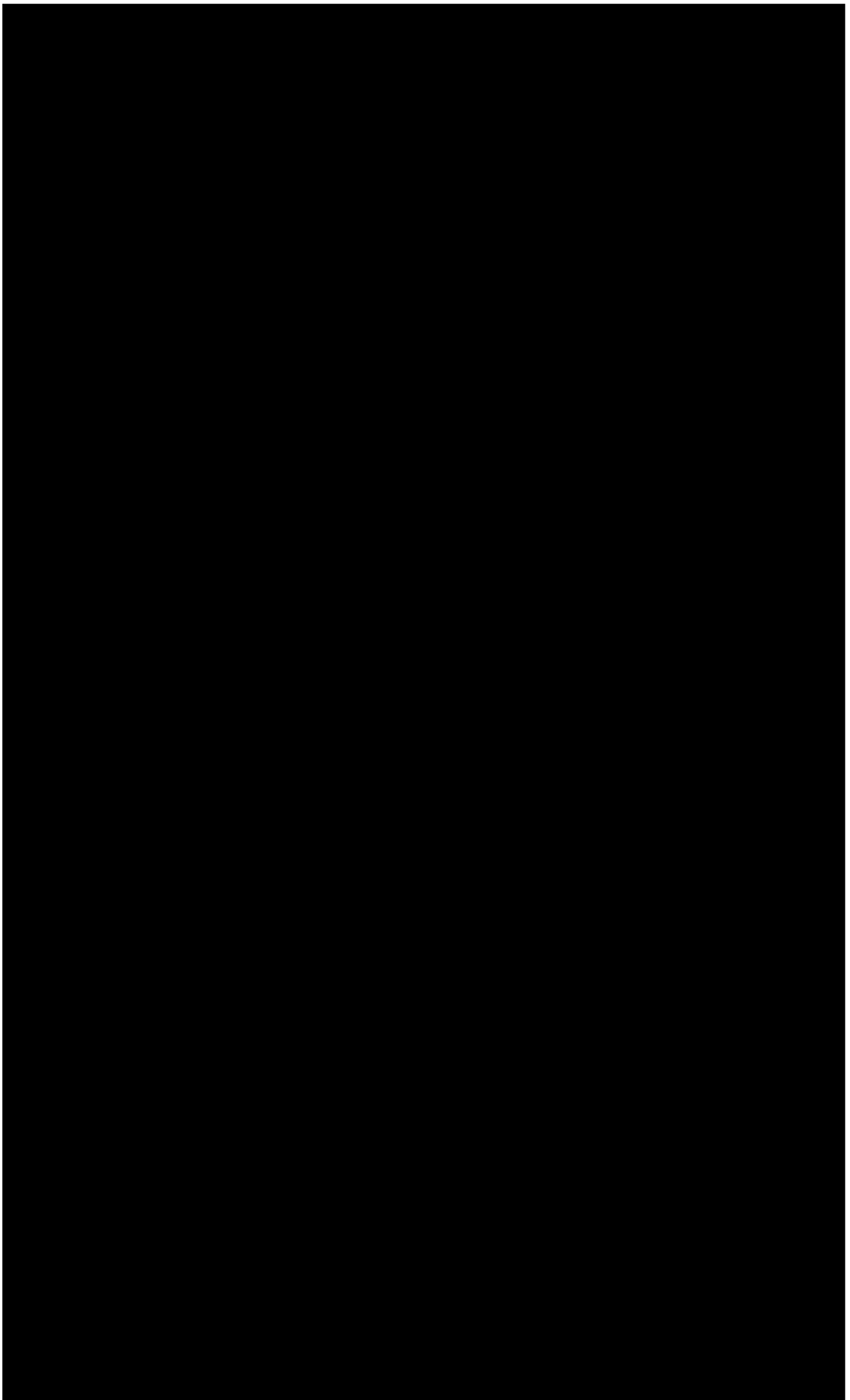


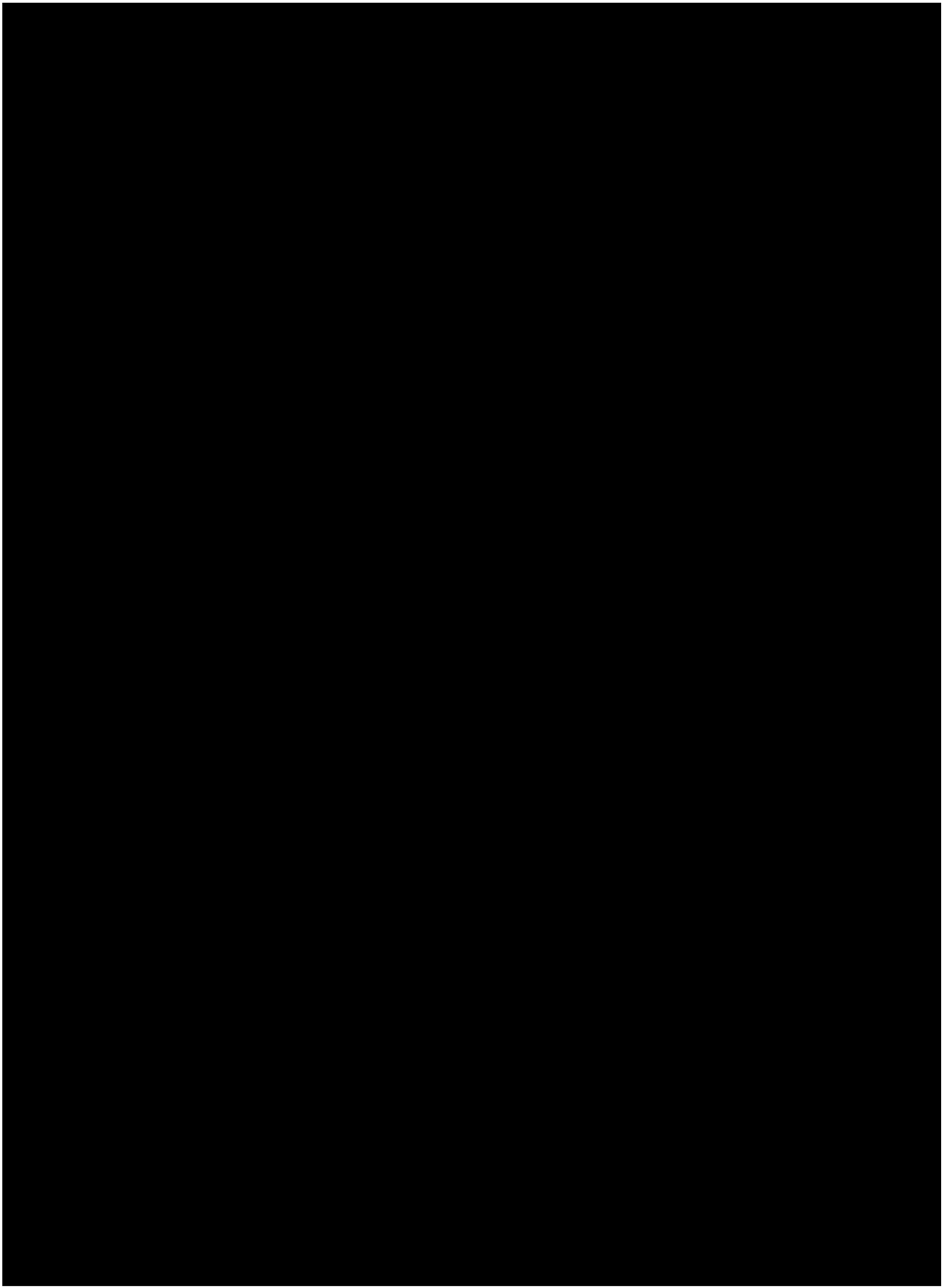


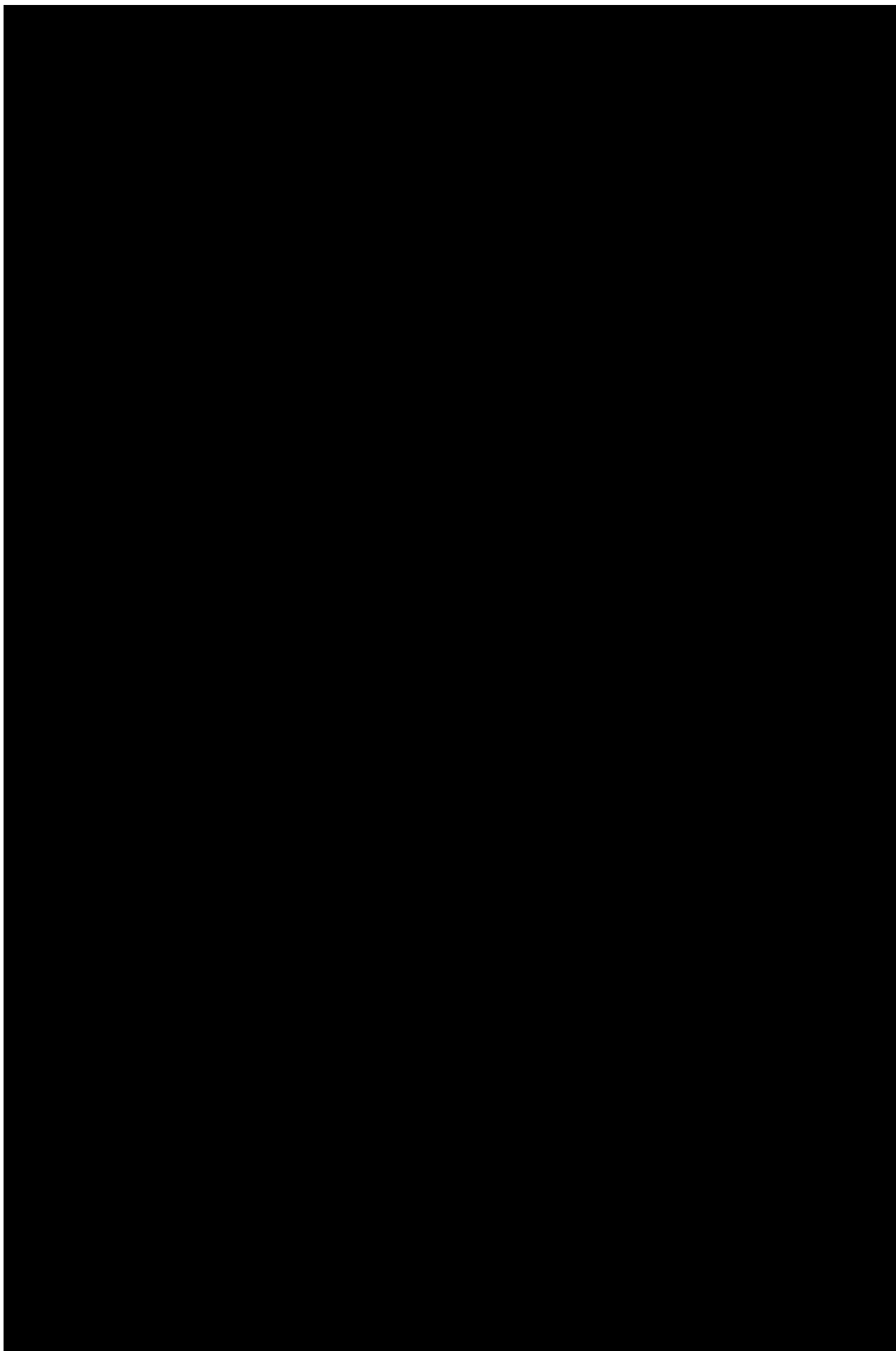


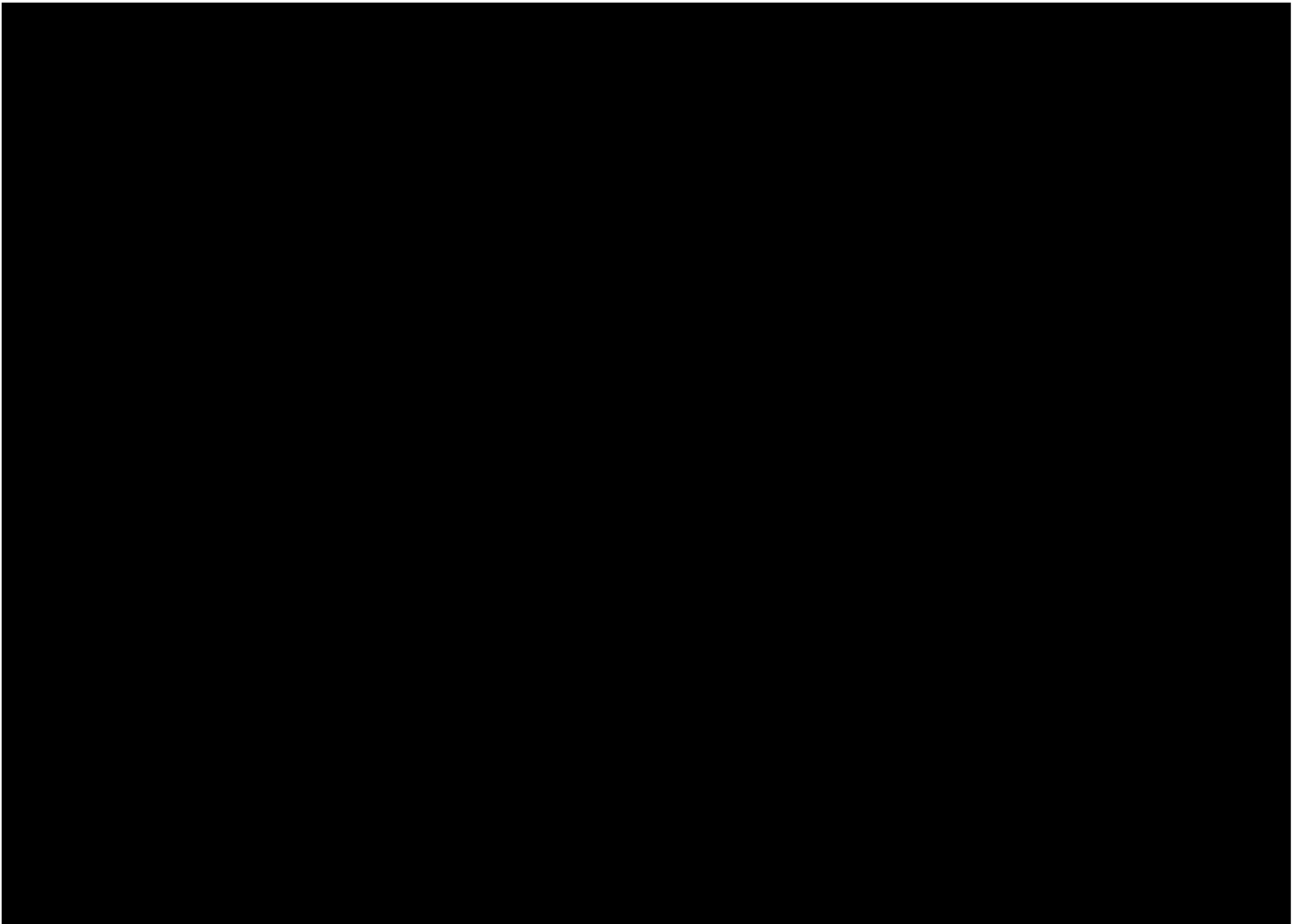


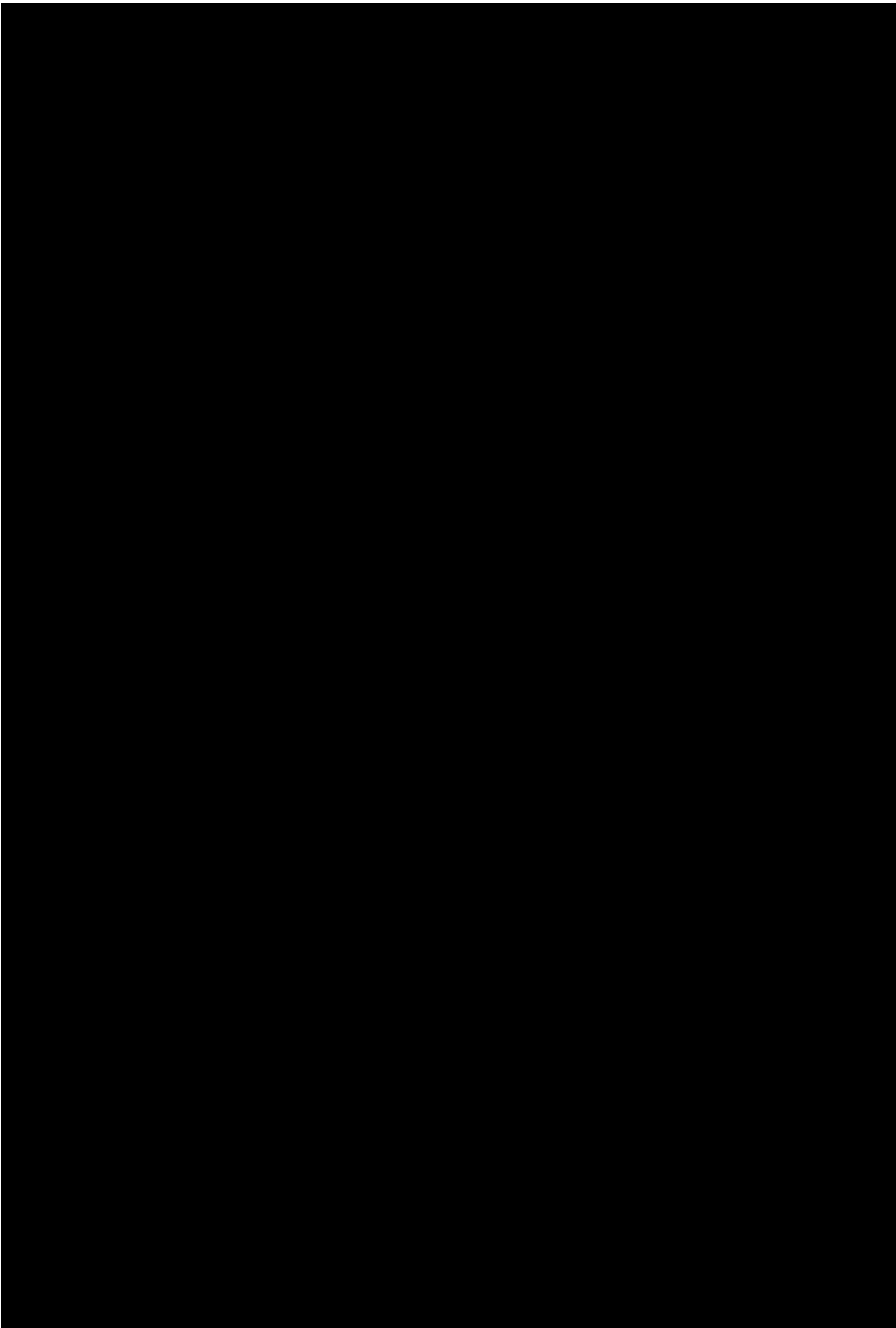


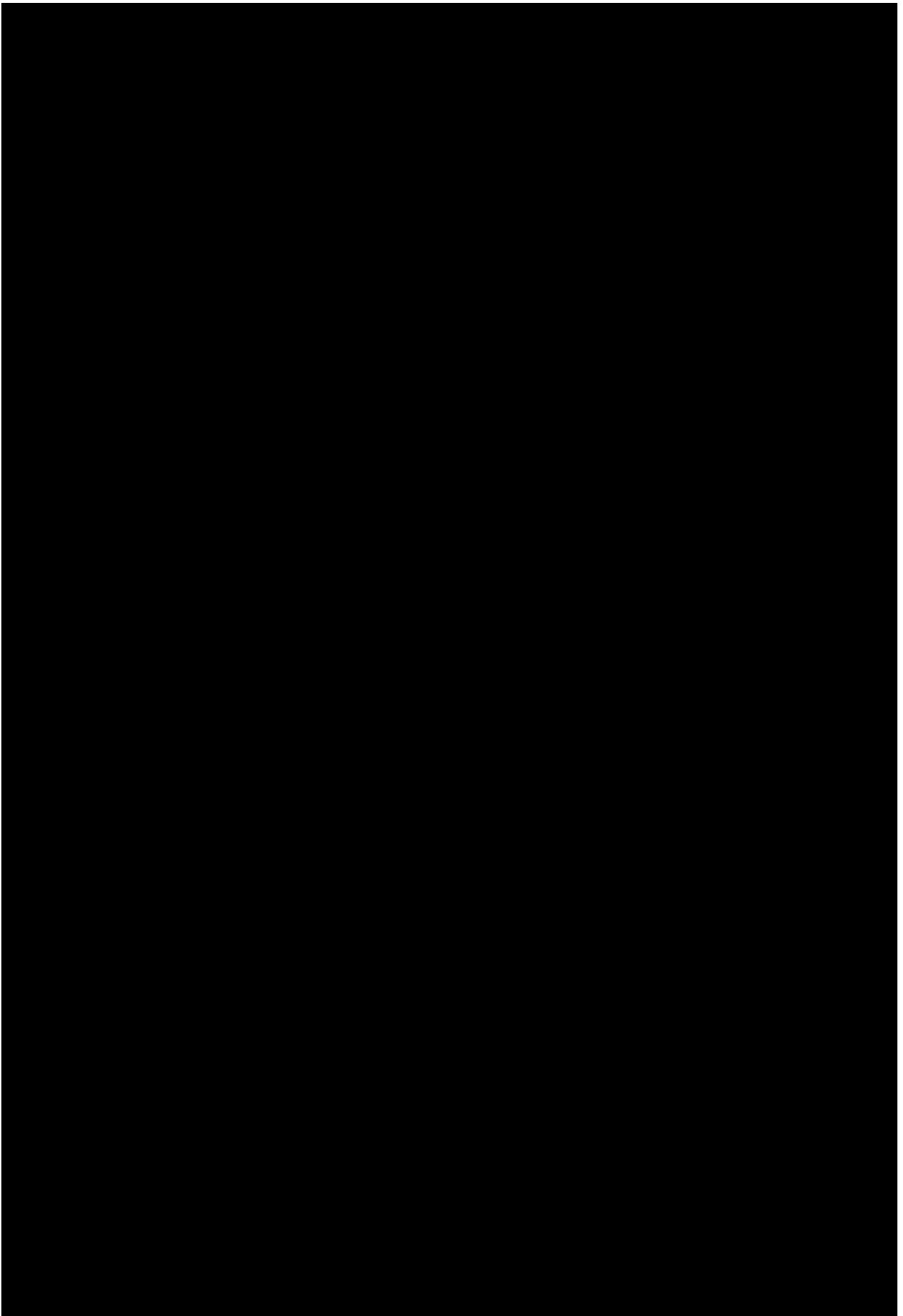












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Annex 5 – Sustainability

1 Sustainability

- 1.1 The Supplier must comply with the Authority's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements in accordance with clauses 8.1(c) and 13.2.
- 1.2 The Authority requires its suppliers and subcontractors to meet the standards set out in the Supplier Code of Conduct in accordance with clause 13.1(c).
- 1.3 The Supplier must comply with all legislation as per clause 13.1.

2 Human Rights

- 2.1 The Authority is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Authority requires the Supplier to share this commitment and to take reasonable and use reasonable and proportionate endeavours to identify any areas of risk associated with this Contract to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online - [Conventions and Recommendations \(ilo.org\)](https://www.ilo.org) and at a minimum comply with the Core Labour Standards, encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.
- 2.2 The Supplier must ensure that it and its sub-contractors and its [or their] supply chain:
 - 2.2.1 pay staff fair wages and
 - 2.2.2 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

3 Equality, Diversity and Inclusion (EDI)

- 3.1 The Supplier will support the Authority to achieve its [Public Sector Equality Duty](#) by complying with the Authority's policies (as amended from time to time) on EDI. This includes ensuring that the Supplier, Supplier Staff, and its subcontractors in the delivery of its obligations under this Contract:

- 3.1.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010;
- 3.1.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities;
- 3.1.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;
- 3.1.4 advances equality of opportunity between people who share a protected characteristic and those who do not;
- 3.1.5 foster good relations between people who share a protected characteristic and people who do not share it;
- 3.1.6 identifies and removes EDI barriers which are relevant and proportionate to the requirement; and
- 3.1.6 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract.

4 Environment

- 4.1 The Supplier shall ensure that any Goods or Services are designed, sourced, and delivered in a manner which is environmentally responsible and in compliance with paragraph 1.3 of this Annex;
- 4.2 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority ensure the reduction of whole life cycle sustainability impacts including;
 - 4.2.1 resilience to climate change;
 - 4.2.2 eliminating and/or reducing embodied carbon;
 - 4.2.3 minimising resource consumption and ensuring resources are used efficiently;
 - 4.2.4 avoidance and reduction of waste following the waste management hierarchy as set out in Law and working towards a circular economy;
 - 4.2.5 reduction of single use consumable items (including packaging), and avoidance of single use plastic in line with Government commitments;

4.2.6 environmental protection (including pollution prevention, biosecurity and reducing or eliminating hazardous substances; and

4.2.7 compliance with [Government Buying Standards](#) applicable to Deliverables and using reasonable endeavours to support the Authority in meeting applicable [Greening Government Commitments](#).

5 Social Value

5.1 The Supplier will support the Authority in highlighting opportunities to provide wider social, economic, or environmental benefits to communities through the delivery of the Contract.

5.2 The Supplier will ensure that supply chain opportunities are inclusive and accessible to:

5.2.1 new businesses and entrepreneurs;

5.2.2 small and medium enterprises (SMEs);

5.2.3 voluntary, community and social enterprise (VCSE) organisations;

5.2.4 mutuals; and

5.2.5 other underrepresented business groups.

Short Form Terms

1. Definitions used in the Contract

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Authority"	means the authority identified in paragraph 3 of the Order Form;
"Authority Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier;
"Central Government Body"	for the purposes of this Contract this 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: <ul style="list-style-type: none">• 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 Deliverables as specified in the Order Form and Annex 3;
"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 agreed by the Parties to be confidential;

"Contract"	means this contract between (i) the Authority and (ii) the Supplier which is created by the Supplier signing the Order Form and returning it to the Authority.
"Controller"	has the meaning given to it in the "UK GDPR";
"Crown Body"	means any department, office or agency of the Crown, including any and all Local Authority bodies;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Authority, as specified in the Order Form;
"Deliver"	means handing over the Deliverables to the Authority at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 4. Delivered and Delivery shall be construed accordingly;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;

"Documentation"	descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as: a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Information"	has the meaning given under section 84 of the FOIA;

"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	occurs in respect of a legal person (for example an individual, company or organisation): i) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; or iv) if the person makes any arrangement with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction whether under the Insolvency Act 1986 or otherwise;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, 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 Parties are bound to comply;
"New IPR"	all and any intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;

"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"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 Supplier to the Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;
Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4);

"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

2.1 references to numbered clauses are references to the relevant clause in these terms and conditions and references to numbered paragraphs are references to the paragraph in the relevant Annex;

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;

2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;

2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

2.5 the singular includes the plural and vice versa;

2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law;

2.7 any reference in this Contract which immediately before the IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("EEA") agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

- ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

2.8 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";

2.9 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.10 any Annexes form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Annexes; and

2.11 all undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

3. How the Contract works

3.1 The Order Form is an offer by the Authority to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

3.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.

3.3 The Supplier warrants and represents that its Tender Submission and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification and Tender Submission; (ii) to a professional standard; (iii) using all reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) in accordance with such policies and procedures of the Authority (as amended from time to time) that may be specified in the Contract (vii) on the dates agreed; and (viii) in compliance with all applicable Law.

(b) Without prejudice to the Specification the Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to the Authority) from Delivery against all obvious damage or defects.

4.2 Goods clauses

- (a) All Goods Delivered must be capable of meeting the requirements set out in the Specification and be either (i) new and of recent origin, (ii) reused or (iii) recycled.
- (b) All manufacturer warranties covering the Goods will be assigned to the Authority on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Authority on Delivery but remains with the Supplier if the Authority notices any damage or defect following Delivery and lets the Supplier know within three Working Days of Delivery.
- (e) The Supplier must have full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must Deliver the Goods on the date and to the specified location during the Authority's working hours.
- (g) The Supplier, its subcontractor(s) and supply chain must minimise packaging used whilst providing sufficient packaging for the Goods to reach the point of Delivery safely and undamaged. The Supplier must take back any primary packaging where it is possible to do so. Packaging must be 100% re-usable, recyclable or compostable, use recycled content where reasonably practicable and support the Government's commitment to eliminate single use plastic.
- (h) All Deliveries must have a delivery note attached that specifies the order number, type, quantity of Goods, contact and details of traceability through the supply chain.
- (i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods. This will include, where appropriate, any operation manuals which, unless specified otherwise, will be written in English and provided in electronic form.
- (j) The Supplier will notify the Authority of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Authority against the costs arising as a result of any such request. Goods must be disposed of in line with the waste management hierarchy as set out in Law. The Supplier will provide evidence and transparency of the items and routes used for disposal to the Authority on request.
- (k) The Authority can cancel any order or part order of Goods which have not been Delivered. If the Authority gives less than 14 calendar days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the

cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

(l) The Supplier must at its own cost repair, replace, refund or substitute (at the Authority's option and request) any Goods that the Authority rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Authority's costs including repair or re-supply by a third party.

(m) The Authority will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify from all losses, damages, costs or expenses (including professional fees and fines) which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or, where related to the Contract, any of its subcontractors or suppliers.

4.3 Services clauses

(a) Late delivery of the Services will be a breach of the Contract.

(b) The Supplier must co-operate with the Authority and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.

(c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority for the purpose of supplying the Services.

(d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.

(e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

(f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.

(g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair wear and tear and any pre-existing cleanliness, safety or tidiness issue at the Authority's premises that existed before the commencement of the Term.

(h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.

(i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

5.1 In exchange for the Deliverables delivered, the Supplier shall be entitled to invoice the Authority for the charges in Annex 3. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

(a) exclude VAT, which is payable on provision of a valid VAT invoice and charged at the prevailing rate;

(b) include all costs connected with the supply of Deliverables.

5.3 The Authority must pay the Supplier the charges within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

5.4 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority as set out in Annex 3; and

(b) includes a detailed breakdown of Deliverables which have been delivered (if any).

Details of the Authority's requirements for a valid invoice at the Start Date are set out in Annex 3.

5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 35.

5.6 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which may become due, to the Supplier under the Contract or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

5.7 The Supplier must ensure that its subcontractors and supply chain are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Authority can publish the details of the late payment or non-payment.

6. The Authority's obligations to the Supplier

6.1 If the Supplier fails to comply with the Contract as a result of an Authority Cause:

(a) the Authority cannot terminate the Contract under clause 11 on account of the failure to comply, provided this will not prejudice the Authority's right to terminate for another cause that may exist at the same time;

(b) the Supplier will be relieved from liability for the performance of its obligations under the Contract to the extent that it is prevented from performing them by the Authority Cause and will be entitled to such reasonable and proven additional expenses that arise as a direct result of the Authority Cause;

(c) the Supplier is entitled to any additional time needed to deliver the Deliverables as a direct result of the Authority's Cause;

(d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

(a) gives notice to the Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause;

(b) demonstrates that the failure only happened because of the Authority Cause;

(c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

7. Record keeping and reporting

7.1 The Supplier must ensure that suitably qualified (and authorised) representatives attend progress meetings with the Authority and provide progress reports when specified in Annex 2.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

7.3 The Supplier must allow any auditor appointed by the Authority access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.

7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- (a) tell the Authority and give reasons;
- (b) propose corrective action;
- (c) agree a deadline with the Authority for completing the corrective action.

7.6 If the Authority, acting reasonably, is concerned either:

- (a) as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract; or
- (b) as to the sustainability or health and safety conduct of the Supplier, subcontractors and supply chain in the performance of the Contract;

then the Authority may:

- (i) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (in the case of (a)) or improve its sustainability conduct or performance (in the case of (b)) and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand
- (ii) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or materially fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

8. Supplier staff

8.1 The Supplier Staff involved in the performance of the Contract must:

- a) be appropriately trained and qualified;
- b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Authority in the Order Form;
- c) comply with the Authority's conduct requirements when on the Authority's premises including, without limitation, those Sustainability Requirements relating to Equality, Diversity & Inclusion (EDI) contained in Annex 5; and
- d) be informed about those specific requirements referred to in Clause 13.2.

8.2 Where an Authority decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

8.4 The Supplier must provide a list of Supplier Staff needing to access the Authority's premises and say why access is required.

8.5 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) arising from claims brought against it by any Supplier Staff caused by an act or omission of the Supplier or any other Supplier Staff.

8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

- (a) requested to do so by the Authority;
- (b) the person concerned resigns, retires or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

9. Rights and protection

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
- (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- (g) it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 The Supplier indemnifies the Authority against each of the following:

(a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;

(b) non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.

9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Authority's benefit by the Supplier.

10. Intellectual Property Rights (IPRs)

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Authority a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:

(a) receive and use the Deliverables;

(b) use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Authority. The Authority gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

10.5 If any claim is made against the Authority 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 Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Authority's sole option, either:

(a) obtain for the Authority the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;

(b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

11. Ending the contract

11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

11.2 The Authority can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

Ending the Contract without a reason

11.3 The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

When the Authority can end the Contract

11.4 (a) If any of the following events happen, the Authority has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

(i) there is a Supplier Insolvency Event;

(ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;

(iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;

(iv) there is a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing;

(v) if the Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;

(vi) the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them;

(vii) where a right to terminate described in clause 27 occurs;

(viii) the Supplier is in breach of any of its health, safety and well-being obligations under clause 28.1(a); and

(ix) where, in accordance with clause 33.3, there is or may be an actual or potential conflict of interest.

(b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Authority has the right to immediately terminate the Contract and clause 11.5(a) to 11.5(g) applies.

11.5 What happens if the Contract ends

Where the Authority terminates the Contract under clause 11.4 all of the following apply:

(a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the Term ;

(b) the Authority's payment obligations under the terminated Contract stop immediately;

(c) accumulated rights of the Parties are not affected;

(d) the Supplier must promptly delete or return the Authority Data except where required to retain copies by law;

(e) the Supplier must promptly return any of the Authority's property provided under the Contract;

(f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement;

(g) the following clauses survive the termination of the Contract: 3.3, 7.2, 7.3, 7.4, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 32, 35, 36 and any clauses or provisions within the Order Form or the Annexes which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

(a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.

(b) If a Supplier terminates the Contract under clause 11.6(a):

(i) the Authority must promptly pay all outstanding charges incurred to the Supplier;

(ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;

(iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

(a) Where the Authority has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Authority suspends the Contract it can provide the Deliverables itself or buy them from a third party.

(b) The Authority can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

(c) The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may neither:

(i) reject the variation; nor

(ii) increase the Charges, except where the right to partial termination is under clause 11.3.

(d) The Authority can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 10 (ten) times the value of the Charges unless specified in the Order Form.

12.2 No Party is liable to the other for:

(a) any indirect losses;

(b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;

(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

(c) any liability that cannot be excluded or limited by law.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.3, 15.28(e) or 31.2(b).

12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including where the loss or damage is covered by any indemnity.

12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13. Obeying the law

13.1 The Supplier must, in connection with provision of the Deliverables:

- (a) comply with all applicable Law;
- (b) comply with the Sustainability Requirements
- (c) use reasonable endeavours to comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf

13.2 The Sustainability Requirements and the requirements set out in Clause 27, 28 and 30 must be explained to the Supplier's Staff, subcontractors and suppliers who are involved in the performance of the Supplier's obligations under the Contract and where it is relevant to their role and equivalent obligations must be included in any contract with any suppliers or subcontractor that is connected to the Contract.

13.3 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

13.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with the Law and its obligations under the Contract.

13.5 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal and other obligations under the Contract.

13.6 The Supplier will provide such evidence of compliance with its obligations under this Clause 13 as the Authority reasonably requests.

14. Insurance

14.1 The Supplier must, at its own cost, obtain and maintain the required insurances as set out in the Order Form.

14.2 The Supplier will provide evidence of the required insurances on request from the Authority.

15. Data protection

15.1 The Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

15.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.

15.3 The Supplier shall take all reasonable measures relating to the security of processing which are required pursuant to Article 32 of the UK GDPR including, without limitation, those security measures specified in this clause 15.

15.4 The Supplier must not remove any ownership or security notices in or relating to the Authority Data.

15.5 The Supplier must make accessible back-ups of all Authority Data, stored in an agreed off-site location and send the Authority copies every six Months.

15.6 The Supplier must ensure that any Supplier system holding any Authority Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Authority.

15.7 If at any time the Supplier suspects or has reason to believe that the Authority Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Authority and immediately suggest remedial action.

15.8 If the Authority Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may either or both:

- (a) tell the Supplier to restore or get restored Authority Data as soon as practical but no later than five Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier;

- (b) restore the Authority Data itself or using a third party.

15.9 The Supplier must pay each Party's reasonable costs of complying with clause 15.8 unless the Authority is at fault.

15.10 Only the Authority can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).

15.11 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Authority. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.

15.12 The Supplier must give all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment before starting any processing, including:

- (a) a systematic description of the expected processing and its purpose;
- (b) the necessity and proportionality of the processing operations;
- (c) the risks to the rights and freedoms of Data Subjects;
- (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

15.13 The Supplier must notify the Authority immediately if it thinks the Authority's instructions breach the Data Protection Legislation.

15.14 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Authority.

15.15 If lawful to notify the Authority, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

15.16 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:

- (a) are aware of and comply with the Supplier's duties under this clause 15;
- (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
- (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise allowed by the Contract;
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

15.17 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:

- (a) it has obtained prior written consent of the Authority;
- (b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);
- (c) the Data Subject has enforceable rights and effective legal remedies when transferred;

(d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

(e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Authority meet its own obligations under Data Protection Legislation; and

(f) the Supplier complies with the Authority's reasonable prior instructions about the processing of the Personal Data.

15.18 The Supplier must notify the Authority immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access 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 in connection with Personal Data processed under this Contract;

(e) receives a request from any third party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;

(f) becomes aware of a Data Loss Event.

15.19 Any requirement to notify under clause 15.17 includes the provision of further information to the Authority in stages as details become available.

15.20 The Supplier must promptly provide the Authority with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 15.17. This includes giving the Authority:

(a) full details and copies of the complaint, communication or request;

(b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;

(c) any Personal Data it holds in relation to a Data Subject on request;

(d) assistance that it requests following any Data Loss Event;

(e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

15.21 The Supplier must maintain full, accurate records and information to show it complies with this clause 15. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Authority determines that the processing:

(a) is not occasional;

(b) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR;

(c) is likely to result in a risk to the rights and freedoms of Data Subjects.

15.22 The Supplier will make available to the Authority all information necessary to demonstrate compliance with clause 15 and allow for and contribute to audits, including inspections, conducted by the Authority or another auditor appointed by the Authority.

15.23 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Contract and give the Authority their contact details.

15.24 Before allowing any Subprocessor to process any Personal Data, the Supplier must:

(a) notify the Authority in writing of the intended Subprocessor and processing;

(b) obtain the written consent of the Authority;

(c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor;

(d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

15.25 The Supplier remains fully liable for all acts or omissions of any Subprocessor.

15.26 At any time the Authority can, with 30 Working Days' notice to the Supplier, change this clause 15 to:

(a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42;

(b) ensure it complies with guidance issued by the Information Commissioner's Office.

15.27 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

15.28 The Supplier:

- (a) must provide the Authority with all Authority Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Authority Data if the Supplier stops trading;
- (c) must securely destroy all storage media that has held Authority Data at the end of life of that media using Good Industry Practice;
- (d) must securely erase or return all Authority Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;
- (e) indemnifies the Authority against any and all losses, damages, costs or expenses (including professional fees and fines) incurred if the Supplier breaches clause 15 and any Data Protection Legislation.

16. What you must keep confidential

16.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

16.2 In spite of clause 16.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable law, permitted in respect of an audit pursuant to clause 7.3, or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;

(g) on a confidential basis, to its professional advisers on a need-to-know basis;

(h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

16.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Authority at its request.

16.4 The Authority may disclose Confidential Information in any of the following cases:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to;

(c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

(d) where requested by Parliament; and/or

(e) under clauses 5.7 and 17.

16.5 For the purposes of clauses 16.2 to 16.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 16.

16.6 Information which is exempt from disclosure by clause 17 is not Confidential Information.

16.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16.8 Where essential to comply with or carry out their statutory functions the Authority may disclose Confidential Information.

17. When you can share information

17.1 The Supplier must tell the Authority within 48 hours if it receives a Request For Information.

17.2 Within the required timescales the Supplier must give the Authority full co-operation and information needed so the Authority can:

(a) comply with any Freedom of Information Act (FOIA) request;

(b) comply with any Environmental Information Regulations (EIR) request.

17.3 The Authority may talk to the Supplier to help it decide whether to publish information under clause 17. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable.

18. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

19. No other terms apply

The provisions expressly incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

20. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

21. Circumstances beyond your control

21.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

(a) provides written notice to the other Party;

(b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

21.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event and the impact of such event lasts for 90 days continuously.

21.3 Where a Party terminates under clause 21.2:

(a) each party must cover its own losses;

(b) clause 11.5(b) to 11.5(g) applies.

22. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

23. Giving up contract rights

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

24. Transferring responsibilities

24.1 The Supplier cannot assign the Contract, or any rights under it, without the Authority's written consent.

24.2 The Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, any contracting authority within the meaning of the Regulations or any private sector body which performs the functions of the Authority.

24.3 When the Authority uses its rights under clause 24.2 the Supplier must enter into a novation agreement in the form that the Authority specifies.

24.4 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

24.5 If the Authority asks the Supplier for details about its subcontractors and/or supply chain, the Supplier must provide such details as the Authority reasonably requests including, without limitation:

- (a) their name;
- (b) the scope of their appointment; and
- (c) the duration of their appointment.

25. Changing the contract

25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. No oral modifications to the Contract shall be effective. The Authority is not required to accept a variation request made by the Supplier.

26. How to communicate about the contract

26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

26.2 Notices to the Authority or Supplier must be sent to their address in the Order Form.

26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

27. Preventing fraud, bribery and corruption

27.1 The Supplier shall not:

(a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);

(b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority or any other public body) 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 Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

27.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 27.1 and any fraud by the Supplier, Supplier Staff (including its shareholders, members and directors), any subcontractor and the Supplier's supply chain in connection with the Contract. The Supplier shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

27.3 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 27.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:

(a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or

(b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

28. Health, safety and wellbeing

28.1 The Supplier must perform its obligations meeting the requirements of:

(a) all applicable Law regarding health and safety;

(b) the Authority's current health and safety policy and procedures while at the Authority's premises, as provided to the Supplier.

(c) the Authority's current wellbeing policy or requirements while at the Authority's premises as provided to the Supplier.

28.2 The Supplier and the Authority must as soon as possible notify the other of any health and safety incidents, near misses or material hazards they're aware of at the Authority premises that relate to the performance of the Contract.

28.3 Where the Services are to be performed on the Authority's premises, the Authority and Supplier will undertake a joint risk assessment with any actions being appropriate, recorded and monitored.

28.4 The Supplier must ensure their health and safety policy statement and management arrangements are kept up to date and made available to the Authority on request.

28.5 The Supplier shall not assign any role to the Authority under the Construction (Design and Management) Regulations 2015 (as amended) (the 'CDM Regulations') without the Authority's prior express written consent (which may be granted or withheld at the Authority's absolute discretion). For the avoidance of doubt so far as the Authority may fall within the role of client as defined by the CDM Regulations in accordance with CDM Regulation 4(8) the parties agree that the Supplier will be the client.

29. Business Continuity

29.1 The Supplier will have a current business continuity plan, which has assessed the risks to its business site/s and activities both directly and with regards to reliance on the supply chain and will set out the contingency measures in place to mitigate them and adapt. As part of this assessment, the Supplier will take into account the business continuity plans of the supply chain. The Supplier's business continuity plan must include (where relevant), an assessment of impacts relating to extreme weather, a changing average climate and/or resource scarcity.

29.2 The Supplier's business continuity plan will be reviewed by the Supplier at regular intervals and after any disruption. The Supplier will make the plan available to the Authority on request and comply with reasonable requests by the Authority for information.

30. Whistleblowing

30.1 The Authority's whistleblowing helpline must be made available to the Supplier and Supplier Staff, subcontractors and key suppliers in the supply chain in order to report any concerns.

30.2. The Supplier agrees:

(a) to insert the following wording into their whistleblowing policy and communicate to all staff:

"If you feel unable to raise your concern internally and it relates to work being carried out for which the ultimate beneficiary (through a contractual chain or otherwise) is Defra group, please email CMBOffice@cefas.co.uk."

- (b) to ensure that their Sub-contractors have free access to the Authority's whistleblowing policy.

31. Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Authority cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
- (b) indemnify the Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 31.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;
- (c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 31.2 or confirms that the Worker is not complying with those requirements;
- (d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Publicity

32.1 The Supplier and any subcontractor shall not make any press announcements or publicise this Contract or its contents in any way; without the prior written consent of the Authority.

32.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

33. Conflict of interest

33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority.

33.2 The Supplier must promptly notify and provide details to the Authority if a conflict of interest happens or is expected to happen.

33.3 The Authority can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

34. Reporting a breach of the contract

34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of Law or breach of its obligations under the Contract.

34.2 Where an actual or suspected breach is notified to the Authority under clause 34.1, the Supplier will take such action to remedy any breach as the Authority may reasonably require. Where the breach is material, the Authority has the right to terminate under clause 11.4.

34.3 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1.

35. Resolving disputes

35.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.

35.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or

continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 35.3 to 35.5.

35.3 Unless the Authority refers the dispute to arbitration using clause 35.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the dispute;
- (b) grant interim remedies;
- (c) grant any other provisional or protective relief.

35.4 The Supplier agrees that the Authority has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

35.5 The Authority has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 35.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 35.4.

35.6 The Supplier cannot suspend the performance of the Contract during any dispute.

35.7 The provisions of this clause 35 are without prejudice to the Authority's right to terminate or suspend the Contract under clause 11.

36. Which law applies

36.1 This Contract and any issues arising out of, or connected to it, are governed by English law.

36.2 The courts of England and Wales shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with the Contract or its subject matter or formation.